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GOVERNMENT OF PUERTO RICO PUBLIC SERVICE REGULATORY BOARD PUERTO RICO ENERGY BUREAU

IN RE: REVIEW OF THE PUERTO RICO ELECTRIC POWER AUTHORITY'S 10-YEAR INFRASTRUCTURE PLAN – DECEMBER 2020

SUBJECT: Motion to Inform Approval of Costa Sur, Palo Seco and San Juan Power Plant Permanent Repairs

CASE NO.: NEPR-MI-2021-0002

MOTION TO INFORM APPROVAL OF COSTA SUR, PALO SECO AND SAN JUAN POWER PLANT PERMANENT REPAIRS

TO THE HONORABLE PUERTO RICO ENERGY BUREAU:

COMES NOW the Puerto Rico Electric Power Authority ("PREPA"), through its counsel of record, and respectfully submits and prays as follows:

I. APPROVAL OF PALO SECO POWER PLANT PERMANENT REPAIRS

- 1. On November 15, 2021, PREPA submitted to the Energy Bureau of the Public Service Regulatory Board of Puerto Rico (the "Energy Bureau") a document titled *Motion to Submit Fourth Group of Generation Projects* ("November 15 Motion"). With the November 15 Motion, PREPA submitted one hundred and four (104) work descriptions of repair works projects of its generation assets to be presented to the Federal Emergency Management Administration (FEMA) for reimbursement under several FEMA programs (Section 428 Public Assistance). Among these restoration projects was the permanent repair of the Palo Seco Power Plant ("Palo Seco Permanent Repairs").
- 2. On December 1, 2021, PREPA submitted a document titled *Motion to Submit Fifth Group of Generation Projects Scope of Work* ("December 1 Motion"). In the December 1 Motion, PREPA submitted the work performed to restore the facilities to pre-disaster function and approved codes and standards for the Palo Seco Steam Plant. On December 20, 2021, the Energy Bureau entered

- a *Resolution and Order* ("December 20 Order") approving the Palo Seco Steam Plant Repairs presented in the December 1 Motion.
- 3. On January 4, 2022, after some procedural events, the Energy Bureau entered a *Resolution* and *Order* ("January 4 Order") by which, among other determinations, it conditionally approved Palo Seco Permanent Repairs and directed PREPA to submit a statement of works ("SOWs") for each project.
- 4. The Palo Seco Permanent Repairs included the following repair works: Work completed in the Palo Seco Steam Plant for damages caused by Hurricane Maria in the Cooling Towers 3 &4, boiler cameras, repairs in the Federal Alert System, refractory work in call Generation units; upgrade to Mark VI for units 3 & 4; Fuel Tanks Level Measuring System; rehabilitation and repair of water retention tank no. 3; and new water condensate 1-2 tanks and upgrade to the OSI Distributed Control System in the Palo Seco control room.
- 5. On January 13, 2022, PREPA filed a motion titled *Partial Compliance with the January 4*Order and Request for Extension of Time, through which PREPA submitted twenty-four (24) initial SOWs and requested an extension of time to complete the outstanding submittals on a rolling basis until February 14, 2022 ("January 13 Motion"). ¹
- 6. On January 25, 2022, PREPA filed its *Motion to Submit Additional Generation Project SOWs*, including SOWs 4071, 4072, and 4078 for the *Palo Seco Permanent Repairs for projects titled Palo Seco Steam Fuel Tanks Level Measurement System and Rehabilitation* and *Repair of Water Retention Tank Num 3- Palo Seco, Upgrade to OSI DCS*, respectively ("January 25 Motion").
 - 7. On January 28, 2022, PREPA submitted its Second Motion to Submit Additional

¹ On January 21, 2022 the Energy Bureau issued a *Resolution and Order* granting PREPA's request for extension.

Generation Project SOWs (the "January 28 Motion"). In the January 28 Motion, PREPA submitted SOW 4079 for the Palo Seco Permanent Repairs project titled *Upgrade to Mark VI*, Palo Seco Power Plant- Units 3 & 4. Continuing the submittals of generation projects on a rolling basis on February 2, 2022, PREPA submitted the *Third Motion to Submit Additional Generation Project SOWs* ("February 2 Motion").

- 8. In the February 2 Motion, PREPA submitted SOW 4076 for the Palo Seco Permanent Repairs project titled *Palo Seco Steam Plant New Water Condensate 1-2 Tank*.
- 9. On February 18, 2022, the Energy Bureau entered a *Resolution and Order* approving the Palo Seco project submitted with the January 25 Motion (the "February 18 Order"). Similarly, On February 28, 2022, the Energy Bureau entered a *Resolution and Order* approving the Palo Seco project submitted with the February 2 Motion ("February 28 Order"). Finally, on March 9, 2022, the Energy Bureau entered a *Resolution and Order* approving the Palo Seco project submitted with the January 28 Motion ("March 9 Order").
- 10. The December 20, January 4, February 18, February 28, and March 9 orders provide that PREPA must submit to the Energy Bureau copy of the approval by the Puerto Rico Central Office for Recovery, Reconstruction and Resiliency and FEMA of the Palo Seco Project, which shall contain the costs obligated, within ten (10) days of receipt of such approval and provide the Energy Bureau the actually contracted costs to construct the Aguirre Project. *See* December 20 Order at. P 3, Sec. IV; January 4 Order at p. 3, Sec. III; February 18 Order at p. 5, Sec. IV; February 28 Order at p. 6, Sec. IV and March 9 Order at p. 6 Sec. IV.
- 11. In compliance with the December 20, January 4, February 18, February 28 and March 9 orders, PREPA herein informs that FEMA approved the Palo Seco Permanent Repairs and has been assigned PW 10606 and PW 10609 for federal financing and reimbursement. *See* Attachment

A ("PW 10606 Project Report" and "PW 10609 Project Report"). PREPA also includes executed contracts for the Palo Seco Permanent Repairs. *See*, Attachment D.

II. APPROVAL OF SAN JUAN POWER PLANT PERMANENT REPAIRS

- 1. On the November 15 Motion, among the projects submitted by PREPA was the permanent repair of the San Juan Power Plant ("San Juan Permanent Repairs").
- 2. In the December 1 Motion, PREPA submitted the work performed by PREPA to restore the facilities to pre-disaster function and approved codes and standards for the San Juan Power Plant Steam Plant. In the December 20 Order, the Energy Bureau approved the San Juan Power Plant Repairs.
- 3. In the January 13 Motion, PREPA included SOW 1003 titled *San Juan Units 5 Condenser Repair and Coating Application Permanent Repairs*. On February 10, 2022, the Energy Bureau entered a *Resolution and Order* approving the San Juan project submitted with the January 13 Motion ("February 10 Order").
- 4. In the January 28 Motion, PREPA also submitted SOW 1002 for the San Juan Permanent Repairs for a project titled *Repair to Nautilus Water Treatment System San Juan Power Plant*. The March 9 Order approved the San Juan project submitted with the January 28 Motion.
- 5. The December 20, February 10, and March 9 orders provide that PREPA must submit to the Energy Bureau copy of the approval by the Puerto Rico Central Office for Recovery, Reconstruction and Resiliency and/or FEMA of the San Juan Project, which shall contain the costs obligated within ten (10) days of receipt of such approval. *See* December 20 Order at p. 3, Sec. IV; February 10 Order at p. 3, Sec III and March 9 Order at p. 6 Sec. IV.
- 6. In compliance with the December 20, February 10 and March 9 orders, PREPA herein informs that FEMA approved the San Juan Permanent Repairs and has been assigned PW 10618

and PW 10615 for federal financing and reimbursement. *See* Attachment B ("PW 10608 Project Report" and "PW 10615 Project Report").

III. APPROVAL OF COSTA SUR POWER PLANT PERMANENT REPAIRS

- 7. On February 8, 2022, PREPA submitted to the Energy Bureau a document titled *Fourth Motion to Submit Additional Generation Projects SOWs* ("February 8 Motion"). With the February 8 Motion, PREPA submitted ten (10) SOWs to be presented for the approval of the FEMA. Among these SOWs was SOW 3061, titled *Costa Sur Power Plant Caustic Soda and Acid Tanks Replacement* for the Costa Sur Power Plant Permanent Repairs ("Costa Sur Permanent Repairs").
- 8. On February 14, 2022, PREPA submitted a document titled *Motion to Complete Generation Projects SOWs Submitting Partial Responses to RFI and Request for Extension of Time to Submit Additional Responses to RFI* ("February 14 Motion"). On the February 14 Motion, PREPA submitted twenty-three (23) statements of work (SOW) to be presented for the approval of FEMA. Among these SOWs was SOW 3068, titled *Upgrade of Foxboro Simulation System* for the Costa Sur Permanent Repairs.
- 9. On April 13, 2022, the Energy Bureau entered a *Resolution and Order* ("April 13 Order") approving the Costa Sur projects included in the February 8 and 14 motions.
- 10. The April 13 Order provides that PREPA must submit to the Energy Bureau copy of the approval of FEMA of the Project, which shall contain the costs obligated within ten (10) days of receipt of such approval. *See* April 13 Order at p. 9, Sec VII.
- 12. In compliance with the April 13 Order, PREPA herein informs that FEMA approved the Costa Sur Permanent Repairs and has been assigned PW 10694 for federal financing and reimbursement. *See* Attachment C ("PW 10694 Project Report"). PREPA also includes executed contracts for the San Juan Permanent Repairs. *See*, Attachment E.

IV. REQUEST FOR CONFIDENTIAL DESIGNATION AND TREATMENT

- 1. The PWs 10606, 10609, 10608, 10615, and 10694 Project Reports presented herein contain global positioning system ("GPS") coordinates of PREPA's power plants, which is critical energy infrastructure information ("CEII") that cannot be disclosed to the public. To protect such confidentiality, PREPA has redacted the GPS information from the PWs herein submitted (Attachments A, B and C) and requests the Energy Bureau to determine that the GPS information is CEII and thus, confidential and to maintain the public files with the redaction already provided and the unredacted version under seal.
- 2. The following is a detailed list of the information that PREPA asserts is confidential and must be kept under seal:

DOCUMENT	CONFIDENTIAL INFORMATION	LEGAL BASIS
PW 10606		
	GPS Location Page 1	CEII
	GPS Location Page 2	CEII
	GPS Location Page 3	CEII
	GPS Location Page 4	CEII
	GPS Location Page 7	CEII
	GPS Location Page 12	CEII
	GPS Location Page 13	CEII
	GPS Location Page 14	CEII
PW 10609		

DOCUMENT	CONFIDENTIAL INFORMATION	LEGAL BASIS
	GPS Location Page 1	CEII
	GPS Location Page 2	CEII
	GPS Location Page 3	CEII
	GPS Location Page 8	CEII
	GPS Location Page 9	CEII
	GPS Location Page 10	CEII
	GPS Location Page 15	CEII
	GPS Location Page 16	CEII
	GPS Location Page 17	CEII
PW10608		
	GPS Location Page 1	CEII
	GPS Location Page 2	CEII
	GPS Location Page 3	CEII
	GPS Location Page 5	CEII
	GPS Location Page 17	CEII
	GPS Location Page 23	CEII
	GPS Location Page 24	CEII
PW 10615		
	GPS Location Page 1	CEII
	GPS Location Page 2	CEII

DOCUMENT	CONFIDENTIAL INFORMATION	LEGAL BASIS
	GPS Location	CEII
	Page 3	
	GPS Location	CEII
	Page 4	
	GPS Location	CEII
	Page 5	~
	GPS Location	CEII
	Page 6	CEII
	GPS Location	CEII
	Page 8	CEII
	GPS Location	CEII
	Page 10	CEII
	GPS Location Page 12	CEII
	GPS Location	CEII
	Page 13	CLII
	GPS Location	CEII
	Page 16	0211
	GPS Location	CEII
	Page 17	
	GPS Location	CEII
	Page 19	
	GPS Location	CEII
	Page 21	
	GPS Location	CEII
	Page 23	
	GPS Location	CEII
	Page 26	
	GPS Location	CEII
	Page 28	
	GPS Location	CEII
	Page 30	CEN
	GPS Location	CEII
	Page 35	CEII
	GPS Location	CEII
	Page 36	CEII
	GPS Location Page 37	CEII
		CEII
	GPS Location Page 38	CLII
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DOCUMENT	CONFIDENTIAL INFORMATION	LEGAL BASIS
	GPS Location Page 39	CEII
	GPS Location Page 40	CEII
	GPS Location Page 41	CEII
	GPS Location Page 42	CEII
	GPS Location Page 43	CEII
PW 10694		CEII
	GPS Location Page 1	CEII
	GPS Location Page 2	CEII
	GPS Location Page 7	CEII
	GPS Location Page 12	CEII

3. Article 6.15 of the Puerto Rico Energy Transformation and RELIEF Act, Act no. 57 of 2014, as amended ("Act 57")², provides that "any person who is required to submit information to the Energy [Bureau] believes that the information to be submitted has any confidentiality privilege, such person may request the [Bureau] to treat such information as such[.]" Id. at Sec. 6.15. "If the Energy [Bureau], after the appropriate evaluation, believes such information should be protected, it shall grant such protection in a manner that least affects the public interest, transparency, and the rights of the parties involved in the administrative procedure in which the allegedly confidential document is submitted." Id. at Sec. 6.15(a). If the Energy Bureau determines that the information is confidential, "the information shall be duly safeguarded and delivered exclusively to the

² Puerto Rico Energy Transformation and RELIEF Act, Act no. 57 of May 27, 2014, 22 L.P.R.A. §§ 1051-1056.

personnel of the Energy [Bureau] who needs to know such information under nondisclosure agreements." *Id.* at Sec. 6.15(b). "The Energy [Bureau] shall swiftly act on any privilege and confidentiality claim made by a person subject to its jurisdiction by means of a resolution to such purposes before any allegedly confidential information is disclosed." *Id.* at Sec. 6.15(c).

4. Under its vested powers, the Energy Bureau approved the *Regulation on Adjudicative*, *Notices of Compliance, Rate Review, and Investigations Proceedings* ("Regulation 8543").³ Regarding the safeguards that the Energy Bureau gives to confidential information, Regulation 8543 provides that:

[i]f in compliance with the provisions of [Regulation 8543] or any of the Energy Bureau's orders, a person has the duty to disclose to the Energy Bureau information considered to be privileged pursuant to the Rules of Evidence, said person shall identify the allegedly privileged information, request the Energy Bureau the protection of said information, and provide supportive arguments, in writing, for a claim of information of privileged nature. The Energy Bureau shall evaluate the petition and, if it understands the material merits protection, proceed according to what is set forth in Article 6.15 of Act No. 57-2014, as amended.

Regulation 8543 at Sec. 1.15.

5. Federal and Puerto Rico laws protect the confidentiality of CEII, the public disclosure of which may pose a security threat in that the information could be useful to a person or group planning an attack on critical infrastructure. *See, e.g.*, 18 C.F.R. § 388.113, as amended by Federal Energy Regulatory Commission ("FERC") Order No. 683, *Critical Energy Infrastructure Information* (issued September 21, 2006); *USA Patriot Act of 2001*, § 1016, creating the *Critical Infrastructures Protection Act of 2001*, including 42 U.S.C. § 5195c(e) (defining Critical Infrastructure). FERC regulations subject such information to limitations on use and disclosure to "ensure that information deemed CEII stays out of the possession of terrorists." 18 C.F.R. §

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³ Energy Bureau, Regulation on Adjudicative, Notices of Compliance, Rate Review and Investigations Proceedings, No. 8543 (December 16, 2015).

388.113(d)(4). Off. of People's Counsel v. Pub. Serv. Comm'n., 21 A.3d 985, 991, Util. L. Rep. P 27157, 2011 WL 2473405 (D.C. App. 2011).

- 6. Under the Critical Infrastructures Protection Act of 2001, the term "critical infrastructure" means "systems and assets, whether physical or virtual, so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters." 42 U.S.C. § 5195c(e). In 2006, FERC Order no. 683 amended the regulations for gaining access to CEII and simplified procedures for obtaining access to CEII without increasing the vulnerability of the energy infrastructure and ensuring that access to CEII does not facilitate acts of terrorism.
- 7. A utility is not required to obtain FERC or other federal government approval to designate information as CEII. For example, information required by FERC's Annual Transmission Planning and Evaluation Report, Form No. 715 ("FERC No. 715") is *de facto* considered CEII and is automatically afforded heightened protections. FERC No. 715 requires that any transmitting utility that operates integrated (non-radial) transmission facilities at or above 100 kV must annually submit information including but not limited to: Power Flow Base Cases, Transmitting Utility Maps and Diagrams, Transmission Planning Reliability Criteria, Transmission Planning Assessment Practices, and Evaluation of Transmission System Performance. Any utility that submits the required transmission information under FERC No. 715 does so with the knowledge that, as stated in the Form's Instructions, FERC "considers the information collected by this report to be CEII and will treat it as such." *See also* 18 C.F.R. § 141.300(d) relating to the Form and CEII.
- 8. Mainland regulators typically do not require a utility that designates material as CEII to follow any process before the federal government to make or support such a designation, and,

further, that the regulator, in its informed discretion, can establish limits on how information that it considers CEII can be accessed.

- 9. Furthermore, regarding the foregoing argument, FERC has ruled on several occasions that GPS coordinates of any project feature "qualify as CEII because it provides more than just location." *See, e.g.*, Final Rule, Docket Nos. RM02-4-000, PL02-1-000; Order No. 630, Note 31, entered on February 21, 2003 (ruling that FERC considered the global positioning system coordinates of any project features (precise surveyed or GPS coordinates at or above two decimal points of accuracy of equipment and structures) gas information to qualify as CEII because it provides more than just location).⁴
- 10. The request above for relief has been granted in other matters and dockets. PREPA has had to produce information that included CEII, specifically GPS, for requests made under the captioned case. For example, PREPA submitted January 13 Motion, which included several SOWs, which, in turn, included GPS information that PREPA redacted from the public filing and asserted that should remain under seal and declared confidential because, under federal and local law, it qualified as CEII. After evaluating PREPA's arguments, on January 21, 2022, the Energy Bureau granted confidential designation and treatment to the GPS information redacted from the public versions of the filing. January 21 Order at pp. 3-5, Sec. III.
- 11. It is respectfully submitted that the redacted GPS information qualifies as CEII and thus, should remain redacted. Furthermore, it is asserted that the redactions made are the manner that least affects the public interest, transparency, and the rights of the parties involved in this administrative procedure. *See*, Act 57-2014 at Sec. 6.15(a). Accordingly, and pursuant to the above, it is respectfully requested that the Honorable Energy Bureau find that the information

⁴ Federal Register: March 3, 2003 (Volume 68, Number 41); Rules and Regulations, pp. 9857-9873.

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identified by PREPA as CEII is confidential and that the Secretary of the Energy Bureau be

directed to keep the confidential CEII under seal.

V. CONCLUSION

WHEREFORE, PREPA respectfully requests the Honorable Energy Bureau to note the

approval of the Palo Seco, San Juan and Costa Permanent Repairs and PWs 10606, 10609, 10608,

10615, and 10694 Project Reports; to determine that the GPS information redacted from PWs 10606,

10609, 10608, 10615, and 10694 Project Reports (Attachments A, B and C) is CEII and thus,

confidential information; and to enter an order directing the Secretary of the Energy Bureau to

maintain the unredacted version of Attachment A, B and C under seal.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 8th day of July 2022.

/s Katiuska Bolaños-Lugo

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CERTIFICATE OF SERVICE

It is hereby certified that, on this same date, I have filed the above motion with the Office of the Clerk of the Energy Bureau using its Electronic Filing System at https://radicacion.energia.pr.gov/login, and a courtesy copy of the filling was sent to LUMA through its legal representatives at margarita.mercado@us.dlapiper.com and laura.rozas@us.dlapiper.com.

In San Juan, Puerto Rico, this 8th day of July 2022.

Attachment A

 $(Unreducted\ version\ submitted\ underseal)$

Department of Homeland Security Federal Emergency Management Agency

General Info

Project # 662957 P/W # 10606 Project Type Specialized

Project Category F - Utilities Applicant PR Electric Power Authority (000-UA2QU-

00)

Project Title FAASt [Palo Seco Power Plant –001 Units 3 & 4] (Generation) Event

3 & 4] (Generation) **Event** 4339DR-PR (4339DR)

Project Size Large Declaration Date 9/21/2017

Activity 9/20/2027 Incident Start Date 9/17/2017

Completion Date Incident End Date 11/15/2017

Process Step Obligated

Damage Description and Dimensions

The Disaster # 4339DR, which occurred between 09/17/2017 and 11/15/2017, caused:

Damage #661235; FAASt [Palo Seco Power Plant (Work Completed)]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Palo Seco Steam Plant
- Facility Description: The Palo Seco Steam Plant in Toa Baja sustained damages in the following areas, that were in need of immediate repair to bring the units back on-line as quickly as possible. All work has been completed and was included within the Fixed Cost Estimate (FCE) under the Generation inventory. Cooling Towers 3 & 4 (Damage 1): Cooling towers have to be replaced since they suffered significant damages, principally to its structural components in the mechanical equipment support area, meaning motors, transmissions, and fans among others. Boiler's cameras (Damage 2): Purchase of cameras to monitor opacity through boiler's chimneys. Cameras are an important tool in the boilers operation, to visually verify that the combustion controls are properly adjusted. Through the image, important decisions are made to make adjustments to the boiler's air and fuel parameters, that directly affect the gases emitted by the chimneys. In addition, help comply with Clean Air, and Air Pollution Regulations. Federal Alert System (Damage 3): Repairs to the Federal Alert System to maintain coverage in the determined areas and to fulfill the purpose of alerting the generation units personnel during emergencies. All Generation Units (Damage 6): Refractory work, paint, and insulation in all Generation Units and related structures, including scaffolding rent.
- Approx. Year Built: 1980
- GPS Latitude/Longitude:

General Damage Information:

- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria

Damage #1226451; FAASt Upgrade to Mark VI, Palo Seco Power Plant – Units 3 & 4

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Upgrade to Mark VI, Palo Seco Power Plant Units 3 & 4
- Facility Description: Palo Seco Power Plant needs to upgrade its actual Distributed Control System (DCS) "Mark VI", installed in units 3 and 4, since it has more than ten (10) years. The system controls all the operations of the steam turbine and generator. The network switch upgrade will modernize the existing network utilizing current technology, improving network performance, enhancing cyber security features, and allowing a longer product life cycle.

Approx. Year Built: 1980

GPS Latitude/Longitude:

General Damage Information:

Date Damaged: 9/20/2017

Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226454; FAASt [Boiler, Generator & Turbine Repairs, Palo Seco Steam Plant – unit 3]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Boiler, Generator & Turbine Repairs, Palo Seco Steam Plant unit 3
- Facility Description: Due to a major outage, Palo Seco Steam Plant needs to perform repairs and/or replacements to the boiler parts, generator and turbine of unit 3.
- Approx. Year Built: 1980
- GPS Latitude/Longitude:

General Damage Information:

■ Date Damaged: 9/20/2017

Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Final Scope

661235

FAASt [Palo Seco Power Plant (Work Completed) Hurricane Maria Permanent Repairs

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facility

Name: Palo Seco Steam Plant
GPS Location:

Work Completed

The applicant utilized contracts for repairs to Palo Seco Power Plant to restore facilities back to pre-disaster design, capacity, and function within the existing footprint.

Contract - Cooling Towers 3 & 4 (Damage 1):

• Demolition of existing Cooling Tower, and provide a New (4) Cell FRP Counterflow Cooling Tower to fit in the existing basin. The new tower will cool 18,000 GPM of water from 100.0? F to 85.0? F, at an inlet wet bulb temperature of 80.0? F, using 60 HP motors. Works included: demolition of existing tower, tower structure, fan deck, casing, fill system, drift eliminators, partition walls and end walls, wind walls, plenum access, distribution system, mechanical equipment, louvers, and tower access. Cooling towers have to be replaced since they suffered significant damages, principally to its structural components in the mechanical equipment support area, meaning motors, transmissions, and fans among others.

Contract - Boiler's cameras (Damage 2):

Procured, installed, and configured 2 each Ultra-High Image Resolution IP cameras with Monitoring Stations.

Contract - Federal Alert System Repairs (Damage 3):

 Removed and replaced the speaker stands, siren antenna, battery charger, batteries, power supply/base radio/activation console, and crane.

Contract - Repairs to All Generation Units (Damage 6):

Provided labor, materials, scaffoldings, tools, equipment, and supervision to perform the required work to inspect, install and repair the
refractory in ducts, lobby, chimneys, other boilers areas, inspect chimney top rings, paint chimneys and related structures, repair boiler's
air traffic warning lights, and to repair the insulation of all needed areas in the Generation Units.

Work Completed Contracts:

- 1. Cooling Towers 3 & 4 (Damage 1) CT 79159 / International Cooling Tower USA, Inc. / \$1,432,953.75
- 2. Boiler's Cameras (Damage 2) CT 80665 / Protective Security Systems / \$25,142.29
- 3. Federal Alert System (Damage 3) CT 80154 / NSES Inc. / \$9,509.00
- $4. \ All \ Generation \ Units \ (Damage \ 6) CT \ 80457 \ / \ JR \ Industrial \ Contractors \ Inc. \ / \ \$1,039,999.80$

DI# 661235 Work Completed (WC): \$2,507,604.84

Scope Notes:

- 1. For more information, please refers to document labeled: 662957-DR4339PR-Palo Seco Steam Plant Permanent Repairs (Revised).pdf
- 2. For Environmental & Historical Preservation (EHP) compliance, details, and supporting documentation please refer to pages 73 to 90 of the document labeled: FAAST SOW PALO SECO 001 -Units 3 & 4 Projects.pdf.
- 3. All costs associated with this project have been validated, see attachment labeled: 662957-DR4339PR FEMA Validation Summary Sheet.xlsx.
- 4. All procurement documents attached have been reviewed. See attachments labeled: Procurement Policy-GUAPRO~1.PDF.

- 5. No cost estimate was developed by FEMA for this project. Invoices and contract summary were submitted for the completed work.
- 6. For additional works and contracts details see attachment labeled: CONTRACT WORK SUMMARY RECORD Palo Seco v.2.xls.

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226451

FAASt Upgrade to Mark VI, Palo Seco Power Plant – Units 3 & 4I, Palo Seco

Work to be Completed

To improve the generation asset's reliability, increasing their availability, and provide continuous generation service to the People of Puerto Rico, it is crucial to keep these assets operational and in the best possible condition. Therefore, the prioritization of conservation, repairs, and retrofitting works projects is at the top priority list.

Palo Seco Power Plant needs to upgrade its actual Distributed Control System (DCS) "Mark VI", installed in units 3 and 4, since it has more than ten (10) years. The system controls all the operations of the steam turbine and generator. The network switch upgrade will modernize the existing network utilizing current technology, improving network performance, enhancing cyber security features, and allowing a longer product life cycle.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facilities

Name: Palo Seco Power Plant, units 3 and 4

GPS Location:

Project Scope of Work

The scope of work for the Upgrade to Mark VI of Palo Seco Power Plant units 3 and 4 will consist of the following:

- 1) Contractor shall supply and install new Human Machine Interphase (HMI), an upgrade to turbine/generator DCS control system that include software last edition.
- 2) Also, Upgrade shall include automatic synchronization of generator to grid.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies. Cost is based historical pricing.

Cost Type:

Engineering, Installation and Testing: \$500,000.00

DI# 1226451 Work to be Completed (WTBC): \$500,000.00

Total Project Cost (All DI's): \$18,007,064.84

Project Notes:

- 1. This project is part of a FAAST project, please reference project 136271.
- 2. For Environmental & Historical Preservation (EHP) compliance, details, and supporting documentation please refer to pages 73 to 90 of the document labeled: FAAST SOW PALO SECO 001 -Units 3 & 4 Projects.pdf.
- 3. Please see below general information and a brief description of the SOW for each additional generation project in the same facility: Palo Seco Power Plant, as required by EHP:

Project#: [671481] FAASt [Palo Seco 002- Auxiliary Infrastructure Projects] (Generation)

DI#1226869 FAASt [Palo Seco Steam Plant Fuel Tanks Level Measurement System]

Supply, deliver, install and commission (turnkey) custody-transfer Rosemount Automatic Tank Gauging Equipment for seven (7) fuel storage tanks at the Palo Seco Steam Plant facility in Cataño, as follows:

- (4) Bunker C Reserve tanks (1 to be converted to Diesel)
- (3) Bunker C Service tanks
- (0) Diesel tanks (future phase)
- (7) tanks in total

A. ATG Equipment

- 1. Radar Level gauges (all tanks) 7 ea.
- 2. Still pipe 1 (Diesel tank)
- 3. Tank Hubs (all tanks) 7 ea.
- 4. Local displays 7 ea.
- 5. Temperature transmitters & multi-spot probe with water level sensor -7 ea
- 6. Smart Wireless THUM Adapter 7 ea.
- 7. Wireless Hart repeater with battery module 1 ea. (optional, if required)
- 8. Wireless Network Gateway 1 ea.
- 9. Taskmaster Software Package 20 tanks license

- 10. Workstation 1ea.
- 11. TankMaster.Net software Site License: 3-user license
- 12. Includes power wiring from control room UPS to ea. tank.

DI#1226874 FAASt [Rehabilitation and Repair of Water Retention Tank Num. 3- Palo Seco]

- The job includes providing engineering, design, labor, supervision, materials, equipment, inspection, and everything necessary to complete the rehabilitation and approval by AEE of the water tank #3. Rehabilitation will consist of welding and repairing the wall and the metallic floor of the tank with suitable means.
- Paint jobs should start with the interior of the tank once interior and exterior mechanical work is all completed.
- This includes primer application, painting / coating of walls and floor or sections of these, plumbing support, connections, and welding of affected tank due to repairs.
- Includes surface preparation and anticorrosive coating application to surface areas such as: covering, hallways, handrails, rails, platforms, hatchway, nozzle, wind girders, patches, scrapping, angular, supports, pipping support and all structural elements.

DI#1226875 FAASt [Palo Seco Steam Plant New Water Condensate 1-2 Tank

- The scope includes, but is not limited to, the demolition of the existing tank, design and build of a new tank.
- Top catwalk to access adjacent tank roof, level indication, level transmitter, grounding, tank identification, etc. Tank design shall be based on the latest revision of API-650 code. A complete internal and external coating system shall be applied. The internal system shall be based on a reinforced high build novellas epoxy lining. The external shall be based on a three-coat system consisting of: (1) a metallic zinc rich epoxy primer, (2) two component low VOC high build self-priming, surface tolerant, lamellar aluminum flakes reinforced, epoxy mastic and finished with (3) a two component, high solids, low VOC, abrasion resistance, high gloss epoxy siloxane.
- The work includes lead abatement procedures and disposition, installation of all the protection systems and replacement of any connection piping to tank.

DI#1226876 FAASt [Palo Seco Steam Plant - Upgrade OSI DCS]

-Contractor shall supply and install new Human Machine Interphase (HMI) for operation and upgrade the Gas Insulated Substation (GIS)/Switchgear DCS control system that will include software's last edition.

Project#: [334509] FAASt [Palo Seco Demin Water Tank 4] (Generation)

DI#661639 FAASt [Palo Seco Demin Water Tank 4]

- a) Design and Build of a New Tank
- b) Modification to the Demineralized (demi) Water Pipe Headers a modification to the existing demi water pipe headers, equalization headers and the demi water pumps recirculation and Mega Gens Generators demi water return piping.

Project#: [180692] FAASt Mobile Generation Units Purchases (Transmission)

DI#454259 FAASt [Mobile Generation Units Purchases]

• As part of the work to permanently restore, required the use of mobile generating units to be used as temporary power sources to bypass the needs of certain transmission lines and/or generation power plants. This was required to maintain electrical service to customers while eligible work is performed on the transmission lines, generation plants, and other PREPA infrastructure.

Scope Notes:

1. For more information, please refer to pages 2 to 59 of the document labeled: FAAST SOW Palo Seco 001-Units 3 & 4 Projects.pdf

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226454

FAASt Boiler, Generator & Turbine Repairs, Palo Seco Steam Plant – unit 3]

Work to be Completed

To improve the generation asset's reliability, increasing their availability, and provide continuous generation service to the People of Puerto Rico, it is crucial to keep these assets operational and in the best possible condition. Therefore, the prioritization of conservation, repairs, and retrofitting works projects is at the top priority list.

Due to a major outage, Palo Seco Steam Plant needs to perform repairs and/or replacements to the boiler parts, generator and turbine of unit 3.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facility

Name: Palo Seco Steam Plant, unit 3

GPS Location:

Project Scope of Work

The scope of work for the Boiler, Generator & Turbine Repairs of Palo Seco Steam Plant unit 3 will consist of the following:

- A. Boiler: Repairs of the Economizer elements and high pressure components such as water wall panel s and its necessary components.
- B. Generator: Upgrade to the control system. Remove rotor from generator so that the stator coils can be inspected, and perform tests on both, the rotor and the stator. Inspection and repairs of the excitation system.
- C. Turbine: Repairs of the internal elements of the high, intermediate and low pressure turbine, including its valves. This will be done by opening the turbine to inspect and repair the rotor, diaphragms, seals, bearings, and the throttle, governor, interceptor and reheat valves.
- D. The unit's main output transformer (MPT) has several oil leaks. The job is to repair those leaks and replace any failed radiators that are

contributing to those leaks.

Cost Estimate

Cost Type

Boiler repairs: \$3,000,000.00

Generator:\$3,000,000.00

Turbine repairs and MPT repairs: \$9,000,000.00

Total Cost: \$15,000,000.00

DI# 1226454 Work To Be Completed (WTBC): \$15,000,000.00

Scope Notes:

1. For more information, please refer to pages 60 to 72 of the document labeled : SOW Palo Seco 001-Units 3 & 4 Projects.pdf

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

Cost

Code	Quantity	Unit	Total Cost	Section
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt Project 136271)))	1.00	Lump Sum	\$2,507,604.84	Completed
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt Project 136271)))	1.00	Lump Sum	\$500,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt Project 136271)))	1.00	Lump Sum	\$15,000,000.00	Uncompleted

CRC Gross Cost	\$18,007,604.84
Total 406 HMP Cost	\$0.00
Total Insurance Reductions	\$0.00
CRC Net Cost	\$18,007,604.84
CRC Net Cost Federal Share (90.00%)	\$18,007,604.84 \$16,206,844.36

Award Information

Version Information

Version	Eligibility	Current	Bundle Number	Project	Cost	Federal Share	Date
#	Status	Location		Amount	Share	Obligated	Obligated
0	Eligible	Awarded	PA-02-PR-4339-PW- 10606(11929)	\$18,007,604.84	90 %	\$16,206,844.36	6/15/2022

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
	No Re	ecords		

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any
 entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient
 agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal
 agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same
 purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/6/2022

GENERAL INFORMATION

Event: DR4339-PR

Project: SP 662957

Category of Work: Cat F - Utilities

Applicant: PR Electric Power Authority

Event Type: Hurricane / Hurricane Maria

Cause of Loss: Wind / Wind Driven Rain

Incident Period: 9/17/2017 to 11/15/2017

Total Public Assistance Amount: Repairs Amount \$18,007,604.84

COMMERCIAL INSURANCE INFORMATION

Does the applicant have a Commercial Policy that extends coverage for this facility: Yes

Policies Issued by: Willis Towers Watson, Multinational Insurance Company and Mapfre

Policy Numbers: Willis Towers Watson (B0804Q1966F17, B0804Q14312F17, B0804Q19673F17, B0804Q19672F17, B0804Q18529F17, B0804Q14312F17, B0804Q19674F17, B0804Q18411F17, B0804Q14310F17, B0804Q11038F17, B0804Q14507F17, B0804Q14312F17)

Mapfre Praico Insurance Company (1398178000644)

<u>Multinational Insurance Company</u> (88-CP-000307831-2, 88-CP-000318673-0, 88-CP-000318674-0, 88-CP-000318675-0, 88-CP-000318675-0, 88-CP-000318677-0)

Policy Period: From: 5/15/2017 To: 5/15/2018

Policy Limits: \$300,000,000.00

RCV or ACV: Replacement Cost Value

Deductible Amount \$25,000,000.00 each and every occurrence property damage and 30 days each and every occurrence business interruption in respect of Named Windstorm.

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

The amount of the deductible being funded in this project is \$0.00

The amount of the deductible previously funded in other projects is \$25,000,000.00

Final Insurance Settlement Status: Insurance proceeds for this project are anticipated

The amount of Anticipated Insurance Reduction applied for Project: \$0.00

NUMBER OF DAMAGED LOCATIONS INCLUDED IN THIS PROJECT: (3)

Damaged Inventory (DI) #661235:

FAASt [Palo Seco Power Plant (Work Completed)]

Location Description: Palo Seco Steam Plant

GPS Coordinates:

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Cause of Loss: wind / wind Driven Rain

SOV / Schedule #: "Palo Seco Steam Plant"

SOV / Schedule Amount: \$1,047,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$2,507,604.84

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility._

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Palo Seco Power Plant (Work Completed)] in the amount of \$2,507,604.84.

Damaged Inventory (DI) #1226451:

FAASt Upgrade to Mark VI, Palo Seco Power Plant - Units 3 & 4

Location Description: Palo Seco Power Plant - Upgrade to Mark VI, Palo Seco Power Plant - Units 3 & 4

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "Palo Seco Steam Plant"

SOV / Schedule Amount: \$1,047,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$500,000.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt Upgrade to Mark VI. Palo Seco Power Plant – Unit 3 in the amount of \$250,000,00.

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt Upgrade to Mark VI, Palo Seco Power Plant – Unit 4 in the amount of \$250,000.00.

Damaged Inventory (DI) #1226454:

FAASt [Boiler, Generator & Turbine Repairs, Palo Seco Steam Plant – unit 3]

Location Description: Palo Seco Steam Plant - Boiler, Generator & Turbine Repairs, Palo Seco Steam Plant - unit 3

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "Palo Seco Steam Plant"

SOV / Schedule Amount: \$1,047,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$15,000,000.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Boiler, Generator & Turbine Repairs, Palo Seco Steam Plant – unit 3] in the amount of \$15,000,000.00.

Insurance Proceeds Statement:

FEMA acknowledges that the Applicant is in negotiations with their insurance carrier at the time of the FEMA insurance review and might have received partial settlements. In accordance with 44 CFR §206.250-253, in the absence of an actual settlement, anticipated insurance recoveries will be deducted from this project based on Applicant's insurance policy limits. FEMA subsequently adjusts the eligible costs based on the actual amount of insurance proceeds the Applicant receives after a final settlement.

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

- **A. Duplication of Benefits**. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.
- 1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
- 2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
- 3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

FEMA Policy 206-086-1

- H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:
- 1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.
- 2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:
- a. The amount of any deductible or self-insured retention the applicant assumed (i.e., "retained risk").

Obtain and Maintain Requirements:

44 CFR § 206.253 Insurance requirements for facilities damaged by disasters other than flood.

(a) Prior to approval of a Federal grant for the restoration of a facility and its contents which were damaged by a disaster other than flood, the recipient shall notify the Regional Administrator of any entitlement to insurance settlement or recovery for such facility and its contents. The Regional Administrator shall reduce the eligible costs by the actual amount of insurance proceeds relating to the eligible costs.

(b)

- (1) Assistance under section 406 of the Stafford Act will be approved only on the condition that the recipient obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster. The Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (2) Due to the high cost of insurance, some applicants may request to insure the damaged facilities under a blanket insurance policy covering all their facilities, an insurance pool arrangement, or some combination of these options. Such an arrangement may be accepted for other than flood damages. However, if the same facility is damaged in a similar future disaster, eligible costs will be reduced by the amount of eligible damage sustained on the previous disaster.
- (c) The Regional Administrator shall notify the recipient of the type and amount of insurance required. The recipient may request that the State Insurance Commissioner review the type and extent of insurance required to protect against future loss to a disaster-damaged facility, the Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (d) The requirements of section 311 of the Stafford Act are waived when eligible costs for an insurable facility do not exceed \$5,000.00. The Regional Administrator may establish a higher waiver amount based on hazard mitigation initiatives which reduce the risk of future damages by a disaster similar to the one which resulted in the major disaster declaration which is the basis for the application for disaster assistance.
- (e) The recipient shall provide assurances that the required insurance coverage will be maintained for the anticipated life of the restorative work or the insured facility, whichever is the lesser.
- (f) No assistance shall be provided under section 406 of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of the previous assistance has been obtained and maintained.

Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined.

FEMA Policy 206-086-1

F. Timeframes for Obtaining Insurance. FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a

letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

- 1. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
- 2. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

Jean-Carlo Echevarria, PA Insurance Specialist, CRC Atlantic, Guaynabo, PR

O&M Requirements

Insured Peril	Item Type	Description	Required Coverage Amount
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt Upgrade to Mark VI, Palo Seco Power Plant – Unit 3 in the amount of \$250,000.00. An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt Upgrade to Mark VI, Palo Seco Power Plant – Unit 4 in the amount of \$250,000.00.	\$500,000.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Boiler, Generator & Turbine Repairs, Palo Seco Steam Plant – unit 3] in the amount of \$15,000,000.00.	\$15,000,000.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Palo Seco Power Plant (Work Completed)] in the amount of \$2,507,604.84.	\$2,507,604.84

406 Mitigation

There is no additional mitigation information on FAASt [Palo Seco Power Plant –001 Units 3 & 4] (Generation) .

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?



EHP Conditions

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and

- Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to
 comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits
 and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Executive Order 11988 Floodplains Applicant must obtain any required permits from the Planning Board prior to initiating
 work and comply with any conditions of the permit. All coordination (emails, letters, documented phone calls) pertaining to
 these activities and compliance must be provided and maintained in the Applicant's permanent files.
- Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) 1. The Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR DNER guidelines at a permitted site or landfill. The contractor/applicant will be responsible for the proper disposition of construction debris in authorized landfills providing the name, location, coordinates and permits of the facility to the corresponding authorities. 2. Unusable equipment, debris, white goods, scrap metal any other material shall be disposed in approved manner and location. In the event significant items are discovered during the implementation or development of the project the Applicant shall handle, manage and dispose petroleum products, hazardous materials and toxic waste in accordance to the requirements of the local and federal agencies. Noncompliance with these requirements may jeopardize receipt of federal funds.

EHP Additional Info

There is no additional environmental historical preservation on FAASt [Palo Seco Power Plant –001 Units 3 & 4] (Generation).

Final Reviews

Final Review

Reviewed By Soto Toro, Hildelix L.

Reviewed On 06/09/2022 12:36 PM AST

Review Comments

FEMA Final Review Completed. Project is ready for Recipient Review.

Recipient Review

Reviewed By Salgado, Gabriel

Reviewed On 06/09/2022 3:15 PM AST

Review Comments

Recipient review completed. Project is ready for Applicant review.

Fixed Cost Offer

As a Public Assistance (PA) Subrecipient PR Electric Power Authority (000-UA2QU-00), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Applicant agrees to accept a permanent work subaward based on a Fixed Cost Offer in the amount of \$18,007,604.84 for subaward number 10606 under Disaster # 4339. The Applicant accepts responsibility for all costs above the Fixed Cost Offer.

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The Applicant understands that by participating in this pilot program they will be reimbursed for allowable costs in accordance with 2 CFR Part 200, and the reimbursement will not exceed the Fixed Cost Offer. The Applicant also understands that by agreeing to this Fixed Cost Offer, they will not receive additional funding related to the facilities or sites included in the subaward. The Applicant also acknowledges that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA Alternative Procedures Pilot Program Guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of federal funding.

Project Signatures

Signed By Nieves, Ezequiel

Signed On 06/09/2022

Department of Homeland Security Federal Emergency Management Agency

General Info

Project # 671481 P/W # 10609 Project Type Specialized

Project Category F - Utilities Applicant PR Electric Power Authority (000-UA2QU-

00)

Project Title FAASt [Palo Seco 002- Auxiliary

Infrastructure Projects] (Generation) **Event** 4339DR-PR (4339DR)

Project Size Large Declaration Date 9/21/2017

Activity 9/20/2027 Incident Start Date 9/17/2017

Completion Date

Process Step Obligated

Incident End Date 11/15/2017

Damage Description and Dimensions

The Disaster # 4339DR, which occurred between 09/17/2017 and 11/15/2017, caused:

Damage #1226869; FAASt [Palo Seco Steam Plant Fuel Tanks Level Measurement System]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Palo Seco Steam Plant Fuel Tanks Level Measurement System
- Facility Description: Palo Seco Steam Plant has a variety of tanks that store and supply fuel to steam units. The current measurement system for fuel storage measurement its unreliable and obsolete. These conditions generate destructive conditions for the operation process such as putting at risk transfer pumps because of low product levels or experiencing spillage during fuel transfers. The daily inventory is also affected because it does not consider factors such as tank condensation and the variation in volume due to fuel temperature. The calculations of total volume stored and supplied according to API (American Petroleum Institute) standards, management of mass balance and creating automatic reports of the batch's internal and external transfers are not being able to be performed with the current system. Acquiring an integrated measurement system of fuel tank levels that considers all of the above mentioned will result in a more efficient and reliable operation. Fuel storage and management is the factor that impact most the service costs. In addition, not having a reliable and safe control when transferring fuel could result in fuel overflow affecting the flora and fauna. This could result in a violation of permits and cause expensive fines
- Approx. Year Built: 1967
- GPS Latitude/Longitude:

General Damage Information:

- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226874; FAASt [Rehabilitation and Repair of Water Retention Tank Num. 3- Palo Seco]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Rehabilitation and Repair of Water Retention Tank Num. 3- Palo Seco
- Facility Description: Water retention tanks have a fundamental importance in the treatment of water resulting from the washing process of boilers and preheaters of generation units, as well as in the treatment of the water that get to the unit's washing toilet bowl. These tanks receive the surplus water from toilet bowls which is then retained for two important purposes: storing to avoid spilling and neutralizing the PH out of parameter. A greater retention capacity in the Treatment Plant will result in a greater protection of the plant by avoiding law contamination violations and the washing process will be faster, saving time and money. The plant currently has three tanks for the above-mentioned purposes, two of these tanks are in poor conditions, yet both could be restored if impacted on time. Among them is the retention tank num. 3, being the biggest, with a total storage capacity of 403,368 gallons. This water tank is not on service due to its condition resulting in a reduction by 1/3 of the total capacity and affecting adversely the efficiency of the Treatment Plant

Approx. Year Built: 1967

GPS Latitude/Longitude:

General Damage Information:

■ Date Damaged: 9/20/2017

• Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226875; FAASt [Palo Seco Steam Plant New Water Condensate 1-2 Tank]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Palo Seco Steam Plant New Water Condensate 1-2 Tank
- Facility Description: This project related to Palo Seco New Water Condensate Tanks 1 & 2 -is necessary to provide water for the steam cycle which allows the power plant to be more reliable. The tank in question reflects an advanced state of corrosion and several bent sections, compromising its long-term integrity and reliability. Based on the foregoing, the Central understands that the best alternative is to replace the tank as soon as possible.

Approx. Year Built: 1967

GPS Latitude/Longitude:

General Damage Information:

■ Date Damaged: 9/20/2017

• Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226876; FAASt [Palo Seco Steam Plant - Upgrade OSI DCS]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Palo Seco Control Room
- Facility Description: The project is necessary in order to upgrade the OSI Distributed Control System (DCS) installed on Palo Seco units 3 and 4 which has more than ten years. The system controls all the operation of Gas Insulated Substation (GIS) and switchgear of all units which also need to be updated.
- Approx. Year Built: 1967

GPS Latitude/Longitude:

General Damage Information:

■ Date Damaged: 9/20/2017

Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Final Scope

1226869 FAASt [Palo Seco Steam Plant Fuel Tanks Level Measurement System

Work to be Completed

Palo Seco Steam Plant has a variety of tanks that store and supply fuel to steam units. The current measurement system for fuel storage measurement its unreliable and obsolete. These conditions generate destructive conditions for the operation process such as putting at risk transfer pumps because of low product levels or experiencing spillage during fuel transfers. The daily inventory is also affected because it does not consider factors such as tank condensation and the variation in volume due to fuel temperature. The calculations of total volume stored and supplied according to API (American Petroleum Institute) standards, management of mass balance and creating automatic reports of the batch's internal and external transfers are not being able to be performed with the current system.

Acquiring an integrated measurement system of fuel tank levels that considers all of the above mentioned will result in a more efficient and reliable operation. Fuel storage and management is the factor that impact most the service costs. In addition, not having a reliable and safe control when transferring fuel could result in fuel overflow affecting the flora and fauna. This could result in a violation of permits and cause expensive fines.

Introduction

Facility:

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

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Name: Palo Seco Steam Plant / Fuel Tanks Level Measurement System GPS Location:

Project Scope of Work:

The scope of work for Palo Seco Steam Plant Fuel Tanks Level Measurement System will consist of the following:

Supply, deliver, install and commission (turn-key) custody-transfer Rosemount Automatic Tank Gauging Equipment for seven (7) fuel storage tanks at the Palo Seco Steam Plant facility in Cataño, as follows:

(4) Bunker C Reserve tanks (1 to be converted to Diesel)
(3) Bunker C Service tanks
(0) Diesel tanks (future phase)
(7) tanks in total

A. ATG Equipment

- 1. Radar Level gauges (all tanks) 7 ea.
 - i. P/N 5900S, +/-0.5 mm, single radar, FM-US intrinsically safe, 10 Ghz FMCW radar.
 - ii. Custody Transfer Approval
 - iii. Ready for 2:1 (ready to add 2nd level transmitter in the same housing, shares same antenna)
 - iv. 17" Parabolic antennas (stainless steel) for the (6) Reserve and Service tanks
 - v. 8" Combination gauge hatch/still pipe array antenna for (1) diesel tank
- 2. Still pipe 1 (Diesel tank)
- i. 8"- Sch. 40 Aluminum still pipes with 10"-150# mounting flange (roof connection) and 8"-150 top flange for antenna. Per API standards.

radar

- 3. Tank Hubs (all tanks) 7 ea.
 - i. P/N 2410 Tank Hub, single tank, Intrinsically Safe FOUNDATION Fieldbus (IEC 61158),
 - ii. Smart Wireless HART 7 (IS); 48-240 VAC at 50/60 Hz, 24-48 VDC, FM-US Explosion Proof,
 - iii. Custody Transfer Approval.
 - iv. IS 4-20 output for existing DCS level input.
 - v. Ready for upgrade to relay outputs (optional) for shutdown
- 4. Local displays 7 ea.
 - i. P/N 2230 Graphical Field Display, Bus Powered 2-Wire FOUNDATION Fieldbus (IEC 61558),
 - ii. FM-US Intrinsic Safety, Mounting Kit Pipe and Wall Installation.
- 5. Temperature transmitters & multi-spot probe with water level sensor 7 ea.
 - i. Up to (8) 3-wire RTD spot elements
 - ii. Digital water Level Sensor
 - iii. Bus powered 2-wire FOUNDATION FieldBus
 - iv. FM-US Instrinsic Safety Certification
- 6. Smart Wireless THUM Adapter 7 ea.
 - i. Smart Wireless HART THUM adapter 775 and Junction box for wireless mesh network
 - ii. FM Intrinsically Safe, Non-Incendive, Operating frequency: 2.4GHz,
 - iii. Omnidirectional Antenna, connection to 2410 Tankhub
- 7. Wireless Hart repeater with battery module 1 ea. (optional, if required)
- 8. Wireless Network Gateway 1 ea.
 - i. 1410 Wireless Network Gateway (data concentrator), 24VDC power -500mA,
 - ii. 2.4GHz DSSS, Dual Ethernet connection, WirelessHART protocol;

- iii. Serial Modbus RTU& Ethernet TCP/IP, OPC & AMS
- iv. FM-US certified, with Field Link
- 9. Tankmaster Software Package 20 tanks license
 - i. Allows operation, service and calibration of the Rosemount TankRadar system.
 - ii. Displays level, temperature & all optional sensors for each tank.
 - iii. Performs inventory calculations according to API:
 - 1. Gross & Net Volumes, Leak Alarms, Hi & Hi-Hi or Operational set-points;
 - 2. Includes bar graphs, trends, reports, alarm functions, and configuration
 - 3. Allows host communications (OPC & MODBUS) & (1) TM Network Client.
- 10. Workstation 1ea.
 - i. Server Class personal workstation (tower) PC with 24"LCD monitor
- 11. TankMaster.Net software Site License: 3-user license
 - i. Up to three (3) concurrent users
 - ii. Inventory control available 24 hours a day at any location
 - iii. Web version of TankMaster, improved reporting of trends and events, asset control and overview
 - iv. Includes virtually all monitoring functions from TankMaster
 - v. Suppliers, customers & management get automatic real-time inventory overview via Internet or intranet;
- 12. Includes power wiring from control room UPS to ea. tank, as follows:
- i. Main UPS feeder Will run new feeder over existing cable tray@ control room, thru existing 3" conduits and junction boxes all the way to a junction box located just outside the dike of the service tanks, right next to the pump gallery.
- ii. Will install new conduits & wiring from existing junction box outside the dike, to each tank, each branch by dedicated breaker.
 - 1. Branch #1 3 tanks
 - 2. Branch #2 3 tanks
 - 3. Branch #3 1 tanks

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies. Cost is based historical pricing.

Cost type: Equipment and installation: \$550,000.00

DI# 1226869 Work to Be Completed (WTBC): \$550,000.00

Total Project Cost (All DI's): \$3,482,468.00

Project Notes:

- 1. This project is part of a FAAST project, please reference project 136271.
- 2. For Environmental & Historical Preservation (EHP) compliance, details, and supporting documentation please refer to pages 125 to 142 of the document labeled: PREPA FAAST SOW PALO SECO 002 Infrastructure Projects.pdf.
- 3. Please see below general information and a brief description of the SOW for each additional generation project in the same facility: Palo Seco Power Plant, as required by EHP:

Project# [662957] FAASt [Palo Seco Power Plant -001 Units 3 & 4] (Generation)

DI#661235 FAASt [Palo Seco Power Plant (Work Completed)]

The scope of work consists of: (Work Completed)

- 1. Cooling Towers 3 & 4 (Damage 1): Demolition of existing Cooling Tower and provide a New (4) Cell FRP Counterflow Cooling Tower to fit in the existing basin. The new tower will cool 18,000 GPM of water from 100.0 ?F to 85.0 ?F, at an inlet wet bulb temperature of 80.0 ?F, using 60 HP motors. Working order: demolition of existing tower, tower structure, fan deck, casing, fill system, drift eliminators, partition walls and end walls, wind walls, plenum access, distribution system, mechanical equipment, louvers, and tower access.
- 2. Boiler's cameras (Damage 2): Purchase of 2 Ultra-High Image Resolution IP cameras with Monitoring Stations, including related materials, installation and configuration.
- 3. Federal Alert System (Damage 3): Installation and equipment needed to repair damages: replacement of the speaker stands, siren antenna, battery charger, batteries, power supply/base radio/activation console, and crane.
- 4. All Generation Units (Damage 6): Provide labor, materials, tools, equipment, and supervision to perform the require work to inspect, install and repair the refractory in ducts, lobby, chimneys, other boilers areas, inspect chimney top rings, paint chimneys and related structures, repair boiler's air traffic warning lights, and to repair the insulation of all needed areas in the Generation Units. In addition, the contract amendment includes pending rehabilitation work and hidden damages in penthouse, lobby, air and gas ducts, interior and exterior of chimneys, boiler's walls and slabs, fan ducts, doghouse, high energy lines, and fluid and steam lines related to the Generation Units.

DI# 12264651 FAASt Upgrade to Mark VI, Palo Seco Power Plant - Units 3 & 4

The scope of work will consist of: (Work to be Completed)

- 1. Contractor shall supply and install new Human Machine Interphase (HMI), an upgrade to turbine/generator DCS control system that include software last edition.
- 2. Also, Upgrade shall include automatic synchronization of generator to grid.

DI# 12264651 FAASt Upgrade to Mark VI, Palo Seco Power Plant - Units 3 & 4

The scope of work will consist of: (Work to be Completed)

- 1. Boiler: Repairs of the Economizer elements and high-pressure components such as water wall panels and its necessary components.
- 2. Generator: Upgrade to the control system. Remove rotor from generator so that the stator coils can be inspected, and perform tests on both, the rotor, and the stator. Inspection and repairs of the excitation system.
- 3. Turbine: Repairs of the internal elements of the high, intermediate, and low-pressure turbine, including its valves. This will be done by opening the turbine to inspect and repair the rotor, diaphragms, seals, bearings, and the throttle, governor, interceptor and reheat valves.
- 4. The unit's main output transformer (MPT) has several oil leaks. The job is to repair those leaks and replace any failed radiators that are contributing to those leaks.

Project# [334509] FAASt [Palo Seco Demin Water Tank 4] (Generation)

DI#661639 FAASt [Palo Seco Demin Water Tank 4]

a) Design and Build of a New Tank

b) Modification to the Demineralized (demi) Water Pipe Headers – a modification to the existing demi water pipe headers, equalization headers and the demi water pumps recirculation and Mega Gens Generators demi water return piping.

Project# [180692] FAASt Mobile Generation Units Purchases (Transmission)

DI#454259 FAASt [Mobile Generation Units Purchases]

As part of the work to permanently restore, required the use of mobile generating units to be used as temporary power sources to bypass the needs of certain transmission lines and/or generation power plants. This was required to maintain electrical service to customers while eligible work is performed on the transmission lines, generation plants, and other PREPA infrastructure.

Scope Notes:

 For more information, please refer to pages 2 to 23 of the document labeled: PREPA FAAST - SOW PALO SECO 002 Infrastructure Projects.pdf

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226874

FAASt [Rehabilitation and Repair of Water Retention Tank Num. 3- Palo Seco

Work to be Completed

Water retention tanks have a fundamental importance in the treatment of water resulting from he washing process of boilers and preheaters of generation units, as well as in the treatment of the water that get to the unit's washing toilet bowl. These tanks receive the surplus water from toilet bowls which is then retained for two important purposes: storing to avoid spilling and neutralizing the PH out of parameter.

A greater retention capacity in the Treatment Plant will result in a greater protection of the plant by avoiding law contamination violations and the washing process will be faster, saving time and money.

The plant currently has three tanks for the above-mentioned purposes, two of these tanks are in poor conditions, yet both could be restored if impacted on time. Among them is the retention tank num. 3, being the biggest, with a total storage capacity of 403,368 gallons. This water tank is not on service due to its condition resulting in a reduction by 1/3 of the total capacity and affecting adversely the efficiency of the Treatment Plant.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

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Facility

Name: Palo Seco Steam Plant Rehabilitation and Repair of Water Retention Tank Num. 3- Palo Seco

Project Scope of Work

The scope of work for the rehabilitation and life extension of the Palo Seco Steam Plant retention tank num. 3 will consist of the following:

- · The job includes providing engineering, design, labor, supervision, materials, equipment, inspection, and everything necessary to complete the rehabilitation and approval by AEE of the water tank #3. Rehabilitation will consist of welding and repairing the wall and the metallic floor of the tank with suitable means. The report of visual and ultrasound inspection by Team Industrial Services of January 16, 2019 will be used as reference to identify areas to be repaired, but will not be considered as conclusive in terms of damages.
- All mechanical work for the rehabilitation of the tank should be finalized prior to internal and external coating work. Paint jobs should start with the interior of the tank once interior and exterior mechanical work is all completed.
- An anticorrosive coating "lining" system will be installed in the interior and exterior of the indicated tank and approved by AEE. This includes primer application, painting /coating of walls and floor or sections of these, plumbing support, connections, and welding of affected tank due to repairs. Installation is subject to PREPA's approval. Restoration costs of external and internal coating including, but not limited to, coating, equipment, scaffolding and labor will be part of the bidding.
- The scope of work for the tank's exterior includes surface preparation and anticorrosive coating application to surface areas such as: covering, hallways, handrails, rails, platforms, hatchway, nozzle, windgirders, patches, scrapping, angular, supports, pipping support and all structural elements.
- The scope of work for the tank's interior includes surface preparation and anticorrosive coating "ceramic lining" application to entire floor area, covering, and all plumbing support of the mixing system and every structural including but not limited to: surface preparation, hatchways anticorrosive coating, hatchway gate, nozzles, saddles, reinforcement plates, screws, base plates, angular, clips, wear plates, patches, welding and all tank reparations, etc.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies. Cost is based historical pricing.

Cost Type: Water Retention Tank Num. 3 (Rehabilitation \$Coating): \$800,000.00

DI# 1226874 Work To Be Completed (WTBC): \$800,000.00

Scope Notes:

1. For more information, please refer to pages 24 to 64 of the document labeled: PREPA FAAST - SOW PALO SECO 002 Infrastructure Projects.pdf

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226875 FAASt [Palo Seco Steam Plant New Water Condensate 1-2 Tank]

Work to be Completed

To improve the generation asset's reliability, increasing their availability, and provide continuous generation service to the People of Puerto Rico, it is crucial to keep these assets operational and in the best possible condition. Therefore, the prioritization of conservation, repairs, and retrofitting works projects is at the top priority list.

This project related to Palo Seco – New Water Condensate Tanks 1 & 2 -is necessary to provide water for the steam cycle which allows the power plant to be more reliable. The tank in question reflects an advanced state of corrosion and several bent sections, compromising its long-term integrity and reliability. Based on the foregoing, the Central understands that the best alternative is to replace the tank as soon as possible.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

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Facility

Name: Palo Seco - Water Condensate Tanks 1 & 2

GPS Location:

Project Scope of Work

The Contractor shall furnish and provide all engineering, design, labor, equipment, materials and supervision required to successfully build a New Condensate Water 1/2 at Palo Seco Steam Plant. The scope includes, but is not limited to, the demolition of the existing tank, design and build of a new tank. The Contractor shall perform a subsoil exploration to determine soil bearing capacity and site seismic classification.

The dimension of the new tank shall be like the existing (D=35 ft. H=24 ft.). The new tank shall be fitted with a spiral stairway, self-supported umbrella roof, top platform (10 ft. x 6 ft.), top catwalk to access adjacent tank roof, level indication, level transmitter, grounding, tank identification, etc. Tank design shall be based on the latest revision of API-650 code. A complete internal and external coating system shall be applied. The internal system shall be based on a reinforced high build novolac epoxy lining. The external shall be based on a three coat system consisting of: (1) a metallic zinc rich epoxy primer, (2) two component low VOC high build self-priming, surface tolerant, lamellar aluminum flakes reinforced, epoxy mastic and finished with (3) a two component, high solids, low VOC, abrasion resistance, high gloss epoxy siloxane.

The work includes lead abatement procedures and disposition, installation of all the protection systems and replacement of any connection piping to tank.

All work as described above shall be complete in One Hundred Twenty (120) calendar days starting after the issuance of the Notice to Proceed (NTP). A daily penalty of one thousand five hundred dollars (\$1,500) shall be applicable for each day of delay after the one hundred twenty (120) days of the completion of the Work term, up to a maximum of 10% of the contract value.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies. Cost is based historical pricing.

Cost Type

Removal and fabrication (& other labor related) of new 173,000 gallons steel water condensate tank: \$1,000,000.00

DI# 1226875 Work To Be Completed (WTBC): \$ 1,000,000.00

Scope Notes:

 For more information, please refer to pages 65 to 106 of the document labeled: PREPA FAAST - SOW PALO SECO 002 Infrastructure Projects.pdf

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226876

FAASt Palo Seco Steam Plant - Upgrade OSI DCS

Work to be Completed

To improve the generation asset's reliability, increasing their availability, and provide continuous generation service to the People of Puerto Rico, it is crucial to keep these assets operational and in the best possible condition. Therefore, the prioritization of conservation, repairs, and retrofitting works projects is at the top priority list.

The project is necessary in order to upgrade the OSI Distributed Control System (DCS) installed on Palo Seco units 3 and 4 which has more than ten years. The system controls all the operation of Gas Insulated Substation (GIS) and switchgear of all units which also need to be updated.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

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Facility

Name: Palo Seco Control Room

GPS Location:

Project Scope of Work

The scope of work for Palo Seco's upgrade of the OSI Distributed Control System (DCS) will consist of the following:

-Contractor shall supply and install new Human Machine Interphase (HMI) for operation and upgrade the Gas Insulated Substation (GIS)/Switchgear DCS control system that will include software's last edition.

Cost estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies. Cost is based historical pricing.

Cost Type

OSI: System Upgrade and .NET Migration installation (Third Party Hardware): \$54,180.00

OSI: System Upgrade and .NET Migration installation (OSI Software): \$305,000.00

OSI: System Upgrade and .NET Migration installation (Third Party Software): \$5,925.00

Project Implementation: \$421,057.00

Monarch Warranty: \$207,540.00

Historical Archival RDBMS – Oracle12c: \$7,200.00

Historical Archival RDBMS – Microsoft SQL Server: \$2,916.00

OSI Hardware: \$9,730.00

Communications Equipment Replacement Implementation: \$13,800.00

Training: \$13,080.00 *** (See Scope Note 2)

Support & Management Services: \$105,120.00

Total: \$1,132,468.00

DI# 1226876 Work To Be Completed (WTBC): \$1,132,468.00

Scope Notes:

- Fore more information, please refer to pages 107 to 124 of the document labeled: PREPA FAAST SOW PALO SECO 002 Infrastructure Projects.pdf
- 2. The training costs will not be claim by the Applicant. Please refer to Section 5 Cost Estimate of the Applicant's Provided SOW, pages 112 to 113 of the document labeled: PREPA FAAST SOW PALO SECO 002 Infrastructure Projects.pdf

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

Cost

Code	Quantity	Unit	Total Cost	Section
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt Project 136271)))	1.00	Lump Sum	\$550,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt Project 136271)))	1.00	Lump Sum	\$800,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt Project 136271)))	1.00	Lump Sum	\$1,000,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt Project 136271)))	1.00	Lump Sum	\$1,132,468.00	Uncompleted

CRC Gross Cost	\$3,482,468.00
Total 406 HMP Cost	\$0.00
Total Insurance Reductions	\$0.00
CRC Net Cost	\$3,482,468.00
CRC Net Cost Federal Share (90.00%)	\$3,482,468.00 \$3,134,221.20

Award Information

Version Information

Version	Eligibility	Current	Bundle Number	Project	Cost	Federal Share	Date
#	Status	Location		Amount	Share	Obligated	Obligated
0	Eligible	Awarded	PA-02-PR-4339-PW- 10609(11931)	\$3,482,468.00	90 %	\$3,134,221.20	6/15/2022

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any
 entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient
 agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal
 agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same
 purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/6/2022

GENERAL INFORMATION

Event: DR4339-PR

Project: SP 671481

Category of Work: Cat F - Utilities

Applicant: PR Electric Power Authority

Event Type: Hurricane / Hurricane Maria

Cause of Loss: Wind / Wind Driven Rain

Incident Period: 9/17/2017 to 11/15/2017

Total Public Assistance Amount: Repairs Amount \$3,482,468.00

COMMERCIAL INSURANCE INFORMATION

Does the applicant have a Commercial Policy that extends coverage for this facility: Yes

Policies Issued by: Willis Towers Watson, Multinational Insurance Company and Mapfre

Policy Numbers: Willis Towers Watson (B0804Q1966F17, B0804Q14312F17, B0804Q19673F17, B0804Q19672F17, B0804Q18529F17, B0804Q14312F17, B0804Q19674F17, B0804Q18411F17, B0804Q14310F17, B0804Q11038F17, B0804Q14507F17, B0804Q14312F17)

Mapfre Praico Insurance Company (1398178000644)

<u>Multinational Insurance Company</u> (88-CP-000307831-2, 88-CP-000318673-0, 88-CP-000318674-0, 88-CP-000318675-0, 88-CP-000318675-0, 88-CP-000318677-0)

Policy Period: From: 5/15/2017 To: 5/15/2018

Policy Limits: \$300,000,000.00

RCV or ACV: Replacement Cost Value

Deductible Amount \$25,000,000.00 each and every occurrence property damage and 30 days each and every occurrence business interruption in respect of Named Windstorm.

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

The amount of the deductible being funded in this project is \$0.00

The amount of the deductible previously funded in other projects is \$25,000,000.00

Final Insurance Settlement Status: Insurance proceeds for this project are anticipated

The amount of Anticipated Insurance Reduction applied for Project: \$0.00

<u>NUMBER OF DAMAGED LOCATIONS INCLUDED IN THIS PROJECT:</u> (4)

Damaged Inventory (DI) #1226869:

FAASt [Palo Seco Steam Plant Fuel Tanks Level Measurement System]

Location Description: Palo Seco Steam Plant Fuel Tanks Level Measurement System

GPS Coordinates:

Date Downloaded: 6/28/22 3:46pm AST 15 of 21

Cause of Loss: wind / wind Driven Rain

SOV / Schedule #: "Palo Seco Steam Plant"

SOV / Schedule Amount: \$1,047,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$550,000.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility._

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated for the FAASt [Palo Seco Steam Plant Fuel Tanks Level Measurement System] because facility does not meet the definition of building, equipment, contents, or vehicle.

Damaged Inventory (DI) #1226874:

FAASt [Rehabilitation and Repair of Water Retention Tank Num. 3- Palo Seco]

Location Description: Rehabilitation and Repair of Water Retention Tank Num. 3- Palo Seco

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "Palo Seco Steam Plant"

SOV / Schedule Amount: \$1,047,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$800,000.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated for the FAASt [Rehabilitation and Repair of Water Retention Tank Num. 3- Palo Seco] because facility does not meet the definition of building, equipment, contents, or vehicle.

Damaged Inventory (DI) #1226875:

FAASt [Palo Seco Steam Plant New Water Condensate 1-2 Tank]

Location Description: Palo Seco Steam Plant New Water Condensate 1-2 Tank

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "Palo Seco Steam Plant"

SOV / Schedule Amount: \$1,047,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$1,000,000.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan - All Disasters" file.

Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated for the FAASt [Palo Seco Steam Plant New Water Condensate 1-2 Tank] because facility does not meet the definition of building, equipment, contents, or vehicle.

Damaged Inventory (DI) #1226876:

FAASt [Palo Seco Steam Plant - Upgrade OSI DCS]

Location Description: Palo Seco Control Room

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "Palo Seco Steam Plant"

SOV / Schedule Amount: \$1,047,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$1,132,468.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Palo Seco Steam Plant - Upgrade OSI DCS] in the amount of \$1,132,468.00.

Insurance Proceeds Statement:

FEMA acknowledges that the Applicant is in negotiations with their insurance carrier at the time of the FEMA insurance review and might have received partial settlements. In accordance with 44 CFR §206.250-253, in the absence of an actual settlement, anticipated insurance recoveries will be deducted from this project based on Applicant's insurance policy limits. FEMA subsequently adjusts the eligible costs based on the actual amount of insurance proceeds the Applicant receives after a final settlement.

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

- **A. Duplication of Benefits**. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.
- 1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
- 2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
- 3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

FEMA Policy 206-086-1

- H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:
- 1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.
- 2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:
- a. The amount of any deductible or self-insured retention the applicant assumed (i.e., "retained risk").

Obtain and Maintain Requirements:

44 CFR § 206.253 Insurance requirements for facilities damaged by disasters other than flood.

(a) Prior to approval of a Federal grant for the restoration of a facility and its contents which were damaged by a disaster other than flood, the recipient shall notify the Regional Administrator of any entitlement to insurance settlement or recovery for such facility and its contents.

The Regional Administrator shall reduce the eligible costs by the actual amount of insurance proceeds relating to the eligible costs.

(b)

- (1) Assistance under section 406 of the Stafford Act will be approved only on the condition that the recipient obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster. The Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (2) Due to the high cost of insurance, some applicants may request to insure the damaged facilities under a blanket insurance policy covering all their facilities, an insurance pool arrangement, or some combination of these options. Such an arrangement may be accepted for other than flood damages. However, if the same facility is damaged in a similar future disaster, eligible costs will be reduced by the amount of eligible damage sustained on the previous disaster.
- (c) The Regional Administrator shall notify the recipient of the type and amount of insurance required. The recipient may request that the State Insurance Commissioner review the type and extent of insurance required to protect against future loss to a disaster-damaged facility, the Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (d) The requirements of section 311 of the Stafford Act are waived when eligible costs for an insurable facility do not exceed \$5,000.00. The Regional Administrator may establish a higher waiver amount based on hazard mitigation initiatives which reduce the risk of future damages by a disaster similar to the one which resulted in the major disaster declaration which is the basis for the application for disaster assistance.
- (e) The recipient shall provide assurances that the required insurance coverage will be maintained for the anticipated life of the restorative work or the insured facility, whichever is the lesser.
- (f) No assistance shall be provided under section 406 of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of the previous assistance has been obtained and maintained.

Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined.

FEMA Policy 206-086-1

F. Timeframes for Obtaining Insurance. FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

- 1. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
- 2. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

Jean-Carlo Echevarria, PA Insurance Specialist, CRC Atlantic, Guaynabo, PR

O&M Requirements

Insured Peril	Item Type	Description	Required Coverage Amount
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Insured Peril	Item Type	Description	Required Coverage Amount
Wind		An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Palo Seco Steam Plant - Upgrade OSI DCS] in the amount of \$1,132,468.00.	\$1,132,468.00

406 Mitigation

There is no additional mitigation information on FAASt [Palo Seco 002- Auxiliary Infrastructure Projects] (Generation).

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?



EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to
 comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits
 and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Executive Order 11988 Floodplains Applicant must obtain any required permits from the Planning Board prior to initiating work and comply with any conditions of the permit. All coordination (emails, letters, documented phone calls) pertaining to these activities and compliance must be provided and maintained in the Applicant's permanent files.
- Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) 1. The Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR DNER guidelines at a permitted site or landfill. The contractor/applicant will be responsible for the proper disposition of construction debris in authorized landfills providing the name, location, coordinates and permits of the facility to the corresponding authorities. 2. Unusable equipment, debris, white goods, scrap metal any other material shall be disposed in approved manner and location. In the event significant items are discovered during the implementation or development of the project the Applicant shall handle, manage and dispose petroleum products, hazardous materials and toxic waste in accordance to the requirements of the local and federal agencies. Noncompliance with these requirements may jeopardize receipt of federal funds.

EHP Additional Info

There is no additional environmental historical preservation on FAASt [Palo Seco 002- Auxiliary Infrastructure Projects] (Generation).

Final Reviews

Final Review

Reviewed By Soto Toro, Hildelix L.

Reviewed On 06/10/2022 8:32 AM AST

Review Comments

Project Final Review Completed. Project is ready for Recipient Review.

Recipient Review

Reviewed By Salgado, Gabriel

Reviewed On 06/10/2022 9:20 AM AST

Review Comments

Recipient review was completed. Project is ready for Applicant review.

Fixed Cost Offer

As a Public Assistance (PA) Subrecipient PR Electric Power Authority (000-UA2QU-00), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Applicant agrees to accept a permanent work subaward based on a Fixed Cost Offer in the amount of \$3,482,468.00 for subaward number 10609 under Disaster # 4339. The Applicant accepts responsibility for all costs above the Fixed Cost Offer.

The Applicant understands that by participating in this pilot program they will be reimbursed for allowable costs in accordance with 2 CFR Part 200, and the reimbursement will not exceed the Fixed Cost Offer. The Applicant also understands that by agreeing to this Fixed Cost Offer, they will not receive additional funding related to the facilities or sites included in the subaward. The Applicant also acknowledges that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA Alternative Procedures Pilot Program Guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of federal funding.

Project Signatures

Signed By Nieves, Ezequiel

Signed On 06/10/2022

Attachment B

(Unredacted version submitted underseal)

Department of Homeland Security Federal Emergency Management Agency

General Info

Project # 662947 PW # 10615 Project Type Specialized

Project Category F - Utilities Applicant PR Electric Power Authority (000-UA2QU-

Event

00

Incident End Date 11/15/2017

4339DR-PR (4339DR)

Project Title FAASt [San Juan 001 – Units 5 & 6]

(Generation)

 Large
 Declaration Date
 9/21/2017

 9/20/2027
 Incident Start Date
 9/17/2017

Completion Date

Project Size

Activity

Process Step Obligated

Damage Description and Dimensions

The Disaster # 4339DR, which occurred between 09/17/2017 and 11/15/2017, caused:

Damage #661233; FAASt [San Juan Power Plant (Work completed)]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Power Plant
- Facility Description: Unit 5&6 Package air conditioner
- Approx. Year Built: 1980
- GPS Latitude/Longitude:

General Damage Information:

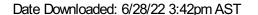
- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria

Damage #1226606; FAASt [San Juan Units 5 Condenser Repair and Coating Application Permanent Repairs]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Central Plant Unit 5 Condenser
- Facility Description: The Central Plant in San Juan requires conservation repairs to its Condenser unit
 system due to excessive deterioration by corrosion. Thus, equipment requires a complete restoration to its
 circulating Water Piping Exterior by applying an epoxy coating system that is resistant to severe and
 corrosive environments.
- Approx. Year Built: 1967
- GPS Latitude/Longitude:



General Damage Information:

■ Date Damaged: 9/20/2017

• Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226607; FAASt [San Juan Unit 5 & 6 High Pressure Bleed Valves, Low Pressure Bleed Valves, and Steam Injection Block Valves]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Central Plant Unit 5 & 6 HPBV, LPBV and SIBV
- Facility Description: San Juan Power Plant Units 5 & 6 combustion turbines have High Pressure Bleed Valves and Low Pressure Bleed Valves which work in conjunction with the inlet guides vanes to regulate the airflow and pressure that enters the compressor stages of compression during the starting or shutdown of the turbine. Their purpose is to improve the compression margin and prevent a compressor block down. Also, each unit has a Steam Injection Block Valve which are used for controlling process flow to allow for maintenance, sampling, and flow diversion, in addition to providing safety against pressure at both upstream and downstream ends of the steam. After performing technical tests to the above mentioned valves, it was confirmed that they are not at their optimal performance, and the system is suffering performance limitations. Due to leakages on the valves, the turbine experiments changes on its operation parameters, therefore, It was fully recommended to replace the damaged valves.
- Approx. Year Built: 1967
- Start GPS Latitude/Longitude:
- End GPS Latitude/Longitude:

General Damage Information:

■ Date Damaged: 9/20/2017

• Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226609; FAASt [San Juan Units 5 & 6 Condensers Outlet Valves and Elbows Installation Permanent Repairs]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Central Plant Unit 5 & 6 Condenser
- Facility Description: The Central Plant in San Juan requires conservation repairs to its Condenser unit
 system due to excessive deterioration. Inspections perform to those assets identified repeated failures
 within the condenser sea water valves and elbows thus resulting in the determination to replace such. Work
 will increase efficiency and increase capacity of the unit
- Approx. Year Built: 1967
- Start GPS Latitude/Longitude:
- End GPS Latitude/Longitude:

General Damage Information:

■ Date Damaged: 9/20/2017

Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226610; FAASt [Steam Rotor Replacement Unit 5 & CT Repairs]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Power Plant Steam Rotor Replacement Unit 5 & CT Repairs
- Facility Description: It is necessary to perform all the necessary overhauling for the Power Plant to return the Unit to service to the electrical system with a major reliability and performance and overhauling during the major inspection of Unit 5 as per Long Term Service Agreement Contract with MHPS.
- Approx. Year Built: 1967
- GPS Latitude/Longitude:

General Damage Information:

- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226611; FAASt [San Juan Unit 5 Modules D&E HRSG Permanent Repairs]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Central Plant Unit 5 HRSG
- Facility Description: A series of inspections to the Heat Recovery System Generator (HRSG) in unit 5 in San Juan Central Plant concluded that the repeated failures of the high-Pressure components required replacement of the High-Pressure piping, specifically the following components: i. Module D High Pressure Economizer 3 Tubes Bundles (Harps) ii. Module D Intermediate Pressure Evaporators Tubes Bundles (Harps) iii. Module E Intermediate Pressure Economizer Tubes Bundles (Harps) iv. Module E High Pressure Economizer 1 Tubes Bundles (Harps) v. Module E High Pressure Economizer 2 Tubes Bundles (Harps)
- Approx. Year Built: 1967
- GPS Latitude/Longitude:

General Damage Information:

- **Date Damaged:** 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226612; FAASt [San Juan Units 5 Replacement of the Online Condenser Cleaner Permanent Repairs]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Central Plant Unit 5 Conderser
- Facility Description: The Central Plant in San Juan requires conservation repairs to its Condenser unit system due to excessive deterioration. Inspections perform to those assets identified repeated failures within the Condenser Cleaning Unit thus resulting in the determination to replace such. Work will increase efficiency and increase capacity of the unit.
- Approx. Year Built: 1967
- GPS Latitude/Longitude:

General Damage Information:

- **Date Damaged:** 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226613; FAASt [Unit 6 – Major Overhaul (Combustion Turbine Replacement)]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Power Plant Unit 6
- Facility Description: Unit 6 of Central Plant in San Juan requires conservation repairs and replacement of its Combustion Turbine unit system due to excessive deterioration. Inspections performed to these assets identified repeated failures resulting in the determination to replace such. Work will increase efficiency, reliability and capacity of the unit. Also it will avoid forced outages and unit limitations.
- Approx. Year Built: 1967
- GPS Latitude/Longitude:

General Damage Information:

- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226615; FAASt [Unit 6 - Major Overhaul (Steam Turbine Replacement)]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Unit 6 Major Overhaul (Steam Turbine Replacement)
- Facility Description: Unit 6 of Central Plant in San Juan requires conservation repairs and replacement of its Steam Turbine unit system due to excessive deterioration. Inspections performed to these assets identified repeated failures resulting in the determination to replace such. Work will increase efficiency, reliability and capacity of the unit. Also it will avoid forced outages and unit imitations.
- Approx. Year Built: 1967
- GPS Latitude/Longitude:

General Damage Information:

- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226620; FAASt [San Juan Unit 5 & 6 Cooling Tower Replacement Permanent Repairs]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Unit 5 & 6 Cooling Tower Replacement Permanent Repairs
- Facility Description: The Central Plant in San Juan requires conservation repairs to its Cooling Tower system due to excessive deterioration, thus requiring a complete replacement of San Juan Unit 5 Cooling Tower within the Units retirement schedule. i. San Juan Central Plant Cooling Tower Unit 5 & 6 ii. Series 3000 Cooling Tower iii. Tower Clean system
- Approx. Year Built: 1967
- Start GPS Latitude/Longitude:
- End GPS Latitude/Longitude:

General Damage Information:

- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226622; FAASt [San Juan Power Plant Units 5 & 6 New High-Pressure Pumps

Permanent Repairs]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Power Plant Units 5 & 6 New High-Pressure Pumps Permanent Repairs
- Facility Description: This project related to the procurement of High-Pressure Pumps for Units 5 & 6 is necessary because the Central Plant in San Juan requires replacement of the existing high pressure boiler feed water pumping system in order to assure the efficient and reliable operation of both units, 5 and 6.
- Approx. Year Built: 1967
- Start GPS Latitude/Longitude:
- End GPS Latitude/Longitude:

General Damage Information:

- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226624; FAASt [San Juan Unit 5 & 6 Black Start Control System]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Unit 5 & 6 Black Start Control System
- Facility Description: The Black Start Diesel Generator System has a combined capacity of 4000KW in case of any emergency or outage due to atmospheric events or technical faults on the transmission system. The control system manages the interaction between the user and the system and also enables the selection of different functional modes for the operational sequence and energization of CTG 5 and/or 6. In case of any event, for these generators to be activated and synchronized, they require to be automatically operated. At the moment, the generators are being operated manually due to a damaged automatic control. After a technical study to the system, PREPA determined that the Black Start Automatic Control System should be upgraded for the generators work as intended.
- Approx. Year Built: 1967
- Start GPS Latitude/Longitude:
- End GPS Latitude/Longitude:

General Damage Information:

- Date Damaged: 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Damage #1226626; FAASt [San Juan Unit 5 & 6 Control System Upgrades]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: San Juan Unit 5 & 6 Control System Upgrades
- Facility Description: The digital transformation of the power industries has expanded connectivity to more systems, significantly increasing the risk of cyber threats to mission critical assets. The application of cybersecurity programs bridge the gap between operational technology (OT) and information technology (IT) to mitigate risk and maintain reliable operation by proactively addressing threats, enhancing protection and streaming security program management. After a thorough application, review and testing process, the Department of Homeland Security, under the U.S. SAFETY Act, has designated the Emerson Ovation control solution as Qualified Anti-Terrorism Technology (QATT). The Designation covers Emerson's Ovation

control system, Power and Water Cybersecurity Suite, and cybersecurity services. Due to the importance of San Juan thermal site in Puerto Rico and after the dual fuel conversion done by New Fortress Energy, it is important to keep the current Ovation DCS and Cybersecurity systems updated to the newest release to ensure site availability and improve operation performance. The proposed upgrades will provide to the San Juan Power Plant great advantages. Among those advantages are: Increase System security, Great reliability, increase system flexibility, increase life expectancy of the ovation system, decrease emergencies due to hardware failures and minimize system downtime.

Approx. Year Built: 1967

Start GPS Latitude/Longitude:End GPS Latitude/Longitude:

General Damage Information:

■ **Date Damaged:** 9/20/2017

• Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria.

Final Scope

661233

FAASt [San Juan Power Plant (Work Completed)]

Introduction

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Facilities Name: San Juan Power Plant

GPS Location:

Work Completed

The applicant utilized contracts for repairs to the San Juan Power Plant to restore facilities back to pre-disaster design, capacity, and function within the existing footprint:

1. Purchase and installation of a RTU package unit of 20 tons, to replace the damaged one for the battery charger of units 5 and 6

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

a. Purchase and Installation 20 Ton for UPS Units 5 & 6: \$19,500.00

DI# 661233 Work Completed: \$19,500.00

Scope Notes:

- 1. See documents: SP662947-DR4339PR-FEMA Validation Summary.xlsx
- 2. For more information please refer to document:662947-DR4339PR-PREPA ISOW San Juan Power Plant Work Completed.pdf
- 3. This SOW only includes: (Damage 11) as describe in the above document. The remaining damages in the document (i.e. Damage XX) will be included in other projects taking in to consideration the location with in the power plant.

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. Work was completed. This Project is part of PREPA Immediate Works request.

1226606

FAASt [San Juan Unit 5 Condenser Repair and Coating Application Permanent Repairs]

Unit 5 Condenser Repair and Coating Application Permanent Repairs

Work to be Completed

To improve the generation asset's reliability, increasing their availability, and provide continuous generation service to the People of Puerto Rico, it is crucial to keep these assets operational and in the best possible condition. Therefore, the prioritization of conservation, repairs, and retrofitting works projects is at the top priority list. The Central Plant in San Juan requires conservation repairs to its Condenser unit system due to excessive deterioration by corrosion. Thus, equipment requires a complete restoration to its circulating Water Piping Exterior by applying an epoxy coating system that is resistant to severe and corrosive environments.

Introduction

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Facilities

Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work will consist of the following:

- Removal of Piping adjacent to the south side of the condenser
- Design and plan for pipe movement
- Uncouple pipes, valves, actuators and all accessories attached to pipe segments
- Remove platform, grills, and railings
- Remove bolts from flange-to-flange-to-expansion joint connections.
- Recondition Expansion joint plates of the subject connection.
- Remove and transport the pipe segments to the workshop
- Recondition surface if all flanges to guarantee seal
- Disassemble internal parts of pipe segments (DEBRIS) and ball collector.
- Supply and install new mechanical seals (2) in the actuator shafts.
- Install the pipe segments with their internal mechanism.
- Install pipes, valves, actuators, and all accessories attached to the pipe segments.
- Install platforms, grills, railings, and everything that prevents removal of the segments of pipelines.
- Install all flange-to-flange and flange-to-expansion joint connection bolts. All screws will be 193B7 and the nuts 2H.

It's the Authority's intent to contract services for the work to be executed. Nonetheless, PREPA personnel will assist in the overall execution of the project as well as include force account materials and equipment to assist contracted activities.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

- -Remove, restore and install: \$825,000.00
- -Force Account Labor and Materials: \$206,250.00

DI# 1226606 Work to Be Completed (WTBC): \$1,031,250.00

Total Project Cost (All DI's): \$60,080,015.51

Project Notes:

- 1. For Environmental & Historical Preservation (EHP) requirements, details, and supporting documentation please refer to pages 1177 to 1192 of the document labeled: PREPA SOW FAASt San Juan 001-Units 5 & 6 Projects.pdf
- 2. The subject facility accounts with additional projects. As requested by EHP, below please find a narrative of the remaining projects scope of work:

Project# [667744] FAASt [San Juan Power Plant - Auxiliary Infrastructure] (Generation)

DI#921353 FAASt [San Juan Auxiliary Infrastructure - Work Completed]

The scope of work consists of: (Work Completed)

1. Plant's Emergency Notification System (Damage 6): Replacement of the speaker stands (6), and review of the post anchors to verify their integrity and

support. Reinstallation of the system antenna. Battery charger installation and Certification of Good Performance. Batteries installation, model AC Delco, Deep Cycle, marine type. Replacement of steel support to the wall of the building for pole, and welding on the edge of the pole base.

- 2. "Diques" R1, R2, R3, R4 (Damage 8): Membrane liner system repair works had to be done on tanks, since debris impacted them during the strong winds of hurricane Maria. The work was done with an amendment to the original contract, that was created for the Remediation works reinforcement of membrane liner system of "Diques" R1-4 and Diesel tanks in Bunker C, realized just before the hurricane. Therefore, Geomembrane Installation and Testing had to be done again to reserve tanks R1 thru R4 after the hurricane.
- 3. Boiler's dining room (Damage 9): Purchase and installation of a 36,000 BTU mini split A/C with circuit arrester and phase monitor, to replace the damaged one.
- 4. NPDES office (Damage 10): Purchase and installation of a 12,000 BTU mini split A/C with circuit arrester and phase monitor, to replace the damaged one.
- 5. General Mechanic Workshop North (Damage 12): Removal and disposition of ceiling surface existing materials. Ceiling surface cleaning with pressure machine, and ceiling surface preparation to remove any dirt, dust, etc. Primer application to ceiling surface. 1st Membrane Base installation to ceiling surface. 2nd Membrane Base installation to ceiling surface. Flashing liquid installation on ceiling edge and walls with caulking termination. Aluminum paint coat application to the joints of the membrane to help preserve it.
- 6. Power Plant Rehabilitation (Damage 18): (1) Carpentry workshop (3,228 sq. ft.), (2) Compressors room treatment plant (1,440 sq. ft.), (3) Diesel pumps room fire protection system (1,025 sq. ft.), (4) Entrance doors and their rails environmental hangar, (5) Aluminum curtains B&G Building (130 sq.ft.), and (6) Door fuel pumps room. (1) Scrap metal area / waste with oils, (2) Spill control boats area, (3) Transfer pumps, and (4) Curtains administrative building.

DI# 921845 FAASt [Repairs to Nautilus Water Treatment System San Juan Power Plant]

The scope of work will consist of: (Work to be Completed)

1. Mechanical 1. Furnish and install a new transmission for the trolley. 2. Install a new transmission for the flocculators supplied by PREPA. 3. Installation of existing FRP divider panels. 4. Restoration and install a metal bridge above the flocculators. 5. Installation of both mixers including: impellers, motors and transmissions supplied by PREPA. 6. Paint carbon steel structural members, galvanized grating, and galvanized handrails. 7. Restoration and put into service the metal trolley and their components. Includes sand blasting of metal surfaces, recoat the FRP piping with a compatible OEM resin and painting of metal surfaces with the Sherwin Williams three steps as specified in the existing tank shell. (Primer Epoxy Mastic Aluminum primer, Macropoxy HS Primer and Polixiloxane XLE80 final coat). 8. Restoration and installation of the flocculators: a. Wood components supplied by: Front (20) and Rear (16) flocculator paddles supplied by PREPA. b. Ball wheels supplied by: Pillow block bearings (3) supplied by PREPA. c. Division panels supplied by: Flocculator baffle planks (10) supplied by contracto and following Drwg. P5243-59 specifications. 9. Installation of existing fill films. 10.Touch up and repair interior coating in some areas with Sherwin Williams Duroplate 325 coating or PREPA approved. 11. Furnish and Install four (4) each 6" butterfly valves at tank bottom. Valve body and discs shall be on CPVC material, Teflon gaskets and stainless- steel bolts and nuts. B. Electrical 1. Install two (2) new DC electrical motors: a. Flocculator motor supplied by PREPA. b. Trolley motor supplied by contractor. 2. Replace all electrical conduit with PVC coated rigid pipe. 3. Furnish and replace all electrical limit switches. 4. Replace all electrical switches, push buttons, VFD and components in the control panel for Nautilus # 1 and put into service. The existing stainless-steel junction box will be reused.

DI# 921846 FAASt [New Raw Water Rank San Juan Power Plant, U. 7-10]

The scope of work will consist of: (Work to be Completed)

- 1. Demolition of the existing tank.
- 2. Design and build of a new tank. The dimension of the new tank shall be like the existing (D=35 ft. H=24 ft.). The new tank shall be fitted with a spiral stairway, self supported umbrella roof, top platform (10 ft. x 6 ft.), level indication, level transmitter, grounding, tank identification, fill control valve arrangement, Units 7&8 water supply isolation valve, Units 9&10 water supply isolation valve, tank drain isolation valve, etc.
- 3. Tank design shall be based on the latest revision of API-650 and ASCE 7-16 code.
- 4. A complete internal and external coating system shall be applied as per specifications. Contractor shall be responsible for all required rigging, safety, permits and the appropriate store of the coatings, grit blast material, and equipment.
- 5. The project completion period shall be one hundred fifty (150) calendar days.

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226607

1226607 FAASt [Unit 5 HP Bleed Valve, LP Bleed Valve and Heat Injection Steam Valve]

(San Juan Power Plant)

FAASt [Unit 5 HP Bleed Valve, LP Bleed Valve and Heat Injection Steam Valve]

Work to be Completed

San Juan Power Plant Units 5 & 6 combustion turbines have High Pressure Bleed Valves and Low Pressure Bleed Valves which work in conjunction with the inlet guides vanes to regulate the airflow and pressure that enters the compressor stages of compression during the starting or shutdown of the turbine. Their purpose is to improve the compression margin and prevent a compressor block down. Also, each unit has a Steam Injection Block Valve which are used for controlling process flow to allow for maintenance, sampling, and flow diversion, in addition to providing safety against pressure at both upstream and downstream ends of the steam. After performing technical tests to the above mentioned valves, it was confirmed that they are not at their optimal performance, and the system is suffering performance limitations. Due to leakages on the valves, the turbine experiments changes on its operation parameters, therefore, It was fully recommended to replace the damaged valves.

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Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work for the replacement of San Juan Generation Complex Unit 5 HPBV, LPBV and SIBV:

 Purchase of equipment and the replacement and installation of Vanessa 30,000 Triple Offset Automated Valves - Steam Injection Block Valves & Bleed Valves detailed below.

o Steam Injection Block Valves Vanessa 10" 600# Lug Carbon Steel Body, With Bettis G3014- Sr3/Cw/Stops, Fail Close, Topworx Dxpm41gneb (4) Spdt Limit Switches,

Asco Ev8316g082-120 Vac,

Misc. Accessories

o LP Bleed Valve Vanessa 18" 300# Wafer Stainless Steel Body, WithBettis G3016-Sr1/Ht/Cw/Stops,

Fail Close, Topworx Dxpm41gneb (4) Spdt Limit Switches, 67dfr Air Set, Asco Evht8316g082-120 Vac,

Extended

Mounting Bracket, Misc. Accessories o HP Bleed Valve Vanessa 16" 300# Wafer Stainless Steel Body, With Bettis G3014-Sr4/Ht/Cw/Stops,

Fail Close.

Topworx Dxpm41gneb (4) Spdt Limit Switches, 67dfr Air Set, Asco Evht8316g082-120 Vac.

Extended Mounting Bracket,

Misc. Accessories

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

-2 Steam Injection Block Valves: \$78,186.00

-2 LP Bleed Valve: \$132,320.00- 2 HP Bleed Valve: \$114,918.00

-Replacement - Removal and Installation of Equipment

*Estimated based on 15% total cost: \$48,813.00

DI# 1226607 Work to Be Completed (WTBC): \$374,237.00

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226609

FAASt [San Juan Units 5 & 6 Condenser Outlet Valves and Elbows Installation Permanent Repairs]

(San Juan Power Plant)

FAASt [San Juan Units 5 & 6 Condenser Outlet Valves and Elbows Installation Permanent Repairs]

Work to be Completed

The Central Plant in San Juan requires conservation repairs to its Condenser unit system due to excessive deterioration. Inspections perform to those assets identified repeated failures within the condenser sea water valves and elbows thus resulting in the determination to replace such. Work will increase efficiency and increase capacity of the unit.

Introduction

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Facilities Name: San Juan Power Plant
GPS Location:

Project Scope of Work

The scope of work will consist of the following:

- Outlet channel isolation and dewatering.
- Contractor Mobilization
- Removal of removal of existing condensers outlet valves, elbows, expansion joints
- Procurement of material and delivery
 - o Elbows (4), Valves (4) & Expansion Joints (4)
 - o Expansion Joints w/ Control Units
 - o Bolts, Nuts, washer & gaskets
- Development of Rigging and safety plan, schedule and protection of nearby equipment.
- Installation of new ones for SJSP Units 5 & 6.

It's the Authority's intent to contract services for the work to be executed. Nonetheless, PREPA personnel will assist in the overall execution of the project as well as include force account materials and equipment to assist contracted activities.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

-Material Purchase (PO 86068) - Valves: \$131,575.00

-Material Purchase (PO 90007) - Elbows: \$80,850.00

- Removal and Installation (CR 248685): \$400,000.00

-PREPA Force Account Labor and Materials: \$61,242.00

DI# 1226609 Work to Be Completed (WTBC): \$673,667.00

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

FAASt [Steam Rotor Replacement Unit 5 and CT Repairs]

(San Juan Power Plant)

FAASt [Steam Rotor Replacement Unit 5 and CT Repairs]

Work to be Completed

It is necessary to perform all the necessary overhauling for the Power Plant to return the Unit to service to the electrical system with a major reliability and performance and overhauling during the major inspection of Unit 5 as per Long Term Service Agreement Contract with MHPS.

Introduction

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Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work for San Juan Power Plant Steam Rotor Emergency Motor Repair for Condenser 2-2 Circulating Water Pump will consist of the following:

• Replacement of all the main components of the steam rotor of Unit 5 and perform all the repairs of including its auxiliary equipment's.

the combustion turbine,

- CT & GT AVRs and Compressor Spindle Bolt Upgrade (Refer to file: QTO-21- 05560)
- ST-5 Guardian Seal Parts (Refer to file: Guardian Packing)
- GT-5 Bearing Rebabbit (Refer to file: QTO-21-2037)
- GT-5 Rotor Exchange Program (Refer to file: Rotor Exchange QTO:-21-0294)
- Restore WO-3 Contract Funding due to ST generators 5 & 6 major repairs and CT AVRs
- ST 5 & 6 AVR System installation
- GT-5 Generator Inspection
- Performance Test on Combined Cycle 5
- ST- 5 Major Insp Overhauling
- GT 5 Torque Tube Upgrade
- · Office Trailers, Portable Toilets, Washing Stations

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

- Services: \$1,465,025.00

- Parts and Hardware Supply (Guardian Packing): \$423,625.00

- Parts and Services: \$3,337,703.00

- Journal Bearing Inspection and Rebabbitt: \$116,250.00

- Thrust Bearing Inspection and Rebabbitt: \$16,320.00

- Contingencies: \$191,550.00

Services and Installation: \$338,920.00Lump Sum + Contingency: \$296,377.00

Materials: \$3,410,517.00Inspection: \$450,000.00

- Labor: \$2,009,257.40

DI# 1226610 Work to Be Completed (WTBC): \$12,055,544.40

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226611

FAASt [San Juan Unit 5 Modules DandE HRSG Permanent Repairs]

(San Juan Power Plant)

FAASt [San Juan Unit 5 Modules D&E HRSG Permanent Repairs]

Work to be Completed

A series of inspections to the Heat Recovery System Generator (HRSG) in unit 5 in San Juan Central Plant concluded that the repeated failures of the high-Pressure components required replacement of the High-Pressure piping, specifically the following components:

- i. Module D High Pressure Economizer 3 Tubes Bundles (Harps)
- ii. Module D Intermediate Pressure Evaporators Tubes Bundles (Harps)
- iii. Module E Intermediate Pressure Economizer Tubes Bundles (Harps)
- iv. Module E High Pressure Economizer 1 Tubes Bundles (Harps)
- v. Module E High Pressure Economizer 2 Tubes Bundles (Harps).

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Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work for the rehabilitation of San Juan Generation Complex HRSG 5 will consist of the following:

- Purchase and delivery of SJSP Unit 5 HRSG Modules D & E (IP Evaporators, IP Economizer and HP Economizer)
- PressureWave® Plus HRSG cleaning of three (3) access lanes within the HRSG.
- Install One exhaust manifold, round expansion joint SIEMENS Westinghouse M501FC. Expansion to include bolster set with joining kit, hardware and consumables.
 - Perform outlet to stack expansion joint Rehabilitation
- HRSG Remove and install Module D High Pressure Economizer 3 (HP ECO3) tube harps. HP ECO3 are composed of fifteen harps distributed in three sections of the module.
- Remove and install Module D Intermediate Pressure Evaporators (IP EVA) tube harps. IP EVA are composed of twelve harps distributed in three sections of the module.
- Remove and install Module E Intermediate Pressure Economizer (IP ECO) tubes harps. IP EVA are composed of two harps distribute in one sections of the module.
- Remove and install Module E High Pressure Economizer 2 (HP ECO 2) tube harps. HP ECO 2 are composed of four harps distribute in one section of the module.
- Remove and install Module E High Pressure Economizer 1 (HP ECO 1) tube harps HP ECO 1 are composed of fifteen harps distributed in three sections of the module.
 - Inspection by PREPA and/or authorized delegate
 - Inspect the harps exterior and interior to verify that it is free of obstructions and debris.
 - Dispose in PREPA supplied containers the used tubes and if necessary, cut them to fit inside containers.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

- Purchase and Delivery: \$3,750,731.00

- HRSG Cleaning: \$220,964.00

- Install One Exhaust Manifold: \$123,500.00

- Perform Outlet to Stack Expansion Joint Rehabilitation: \$155,068.00
- Remove and Install Module D & E: \$5,500,000.00

DI# 1226611 Work to Be Completed (WTBC): \$9,750,263.00

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226612

FAASt [San Juan Units 5 Replacement of the Online Condenser Cleaner Permanent Repairs]

(San Juan Power Plant)

FAASt [San Juan Units 5 Replacement of the Online Condenser Cleaner Permanent Repairs]

Work to be Completed

The Central Plant in San Juan requires conservation repairs to its Condenser unit system due to excessive deterioration. Inspections perform to those assets identified repeated failures within the Condenser Cleaning Unit thus resulting in the determination to replace such. Work will increase efficiency and increase capacity of the unit.

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Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work will consist of the following:

- Design and build of new Debris Filter System and Condenser Tubes Cleaning System for SJSP Unit 5 Steam Turbine Condenser.
- Includes, but is not limited to, the design, fabrication, installation, and commissioning of the above mentioned systems.
- Removal of the existing equipment.
- New debris filters (2) and ball collection strainers (2) shall fit into the existing flange to flange dimensions between condenser and circulating water piping.
 - Include a PLC based control system for the automatic operation of both systems.
 - Material of construction for these systems shall be duplex stainless steel (UNS S 31803), including hardware, unless otherwise noted.

It's the Authority's intent to contract services for the work to be executed. Nonetheless, PREPA personnel will assist in the overall execution of the project as well as include force account materials and equipment to assist contracted activities.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

-Design, Fabrication and Installation: \$3,000,000.00

- Force Account Labor and Materials: \$600,000.00

DI# 1226612 Work to Be Completed (WTBC): \$3,600,000.00

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226613 FAASt [Unit 6 – Major Overhaul (Combustion Turbine Replacement)]

(San Juan Power Plant)

FAASt [Unit 6 - Major Overhaul (Combustion Turbine Replacement)]

Work to be Completed

Unit 6 of Central Plant in San Juan requires conservation repairs and replacement of its Combustion Turbine unit system due to excessive deterioration. Inspections performed to these assets identified repeated failures resulting in the determination to replace such. Work will increase efficiency, reliability and capacity of the unit. Also it will avoid forced outages and unit limitations.

Introduction

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Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work for the Unit 6 Major Overhaul- Combustion Turbine Replacement and repairs is the following:

Inspection, repairs, and replacements of essential parts of the combustion turbine:

- o Combustion Turbine AVR System acquisition and installation
- o GT Generator Inspection/Maintenance
- o GT Bearing Rebabbit
- o Performance Test on Combined Cycle 6
- o GT Torque Tube Upgrade
- o GT Compressor Spindle Bolt Upgrade
- o Provide Office Trailers, Portable Toilets, Washing Stations for workers during the period of performance
- o Rotor Exchange Program GT Unit 6 Scheduled for year 2023

- o GT Major Inspection Contingencies
- o EAs for Unplanned Extra Work

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

- -On site services for Generators and Combustion Turbine, including generator testings: \$3,429,547.14
- In shop repairs for Combustion Turbine: \$3,901,402.90
- -In shop repairs for Generator Rotor: \$220,410.96
- Oil Flush: \$253,171.95
- -Replace in kind spare parts for Combustion Turbine: \$977,602.66
- Combustion Turbine buckets supply: \$3,205,975.59
- Service, parts and repairs transport: \$T.B.D.
- -Local Taxes (Turbine services on site only): \$314,978.41

DI# 1226613 Work to Be Completed (WTBC): \$12,768,424.79

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226615 **F**

FAASt [Unit 6 - Major Overhaul (Steam Turbine Replacement)]

(San Juan Power Plant)

FAASt [Unit 6 - Major Overhaul (Steam Turbine Replacement)]

Work to be Completed

Unit 6 of Central Plant in San Juan requires conservation repairs and replacement of its Steam Turbine unit system due to excessive deterioration. Inspections performed to these assets identified repeated failures resulting in the determination to replace such. Work will increase efficiency, reliability and capacity of the unit. Also it will avoid forced outages and unit limitations.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and

FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facilities Name: San Juan Power Plant GPS Location: **Project Scope of Work** The scope of work for the Unit 6 Major Overhaul- Steam Turbine Replacement and repairs is the following: Inspection, repairs, and replacements of essential parts of the Steam turbine: o Steam Turbine AVR System acquisition and installation o Steam Turbine Major Overhauling o Steam Turbine Guardian Seal Parts o Steam Turbine Major Inspection Overhauling Contingencies o EAs for Unplanned Extra Work Benefits: OEM unit operating hours maintenance range Avoid forced outages Unit reliability

Cost Estimate

Avoid Unit limitations

Maintenance Unit performance

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

- -On site services for Generators and SteamTurbine, including generator testings: \$3,429,547.14
- In shop repairs for Combustion Turbine: \$3,901,402.90
- -In shop repairs for Generator Rotor: \$220,410.96
- Oil Flush: \$253,171.95
- -Replace in kind spare parts for Combustion Turbine: \$977,602.66
- Combustion Turbine buckets supply: \$3,205,975.59
- Service, parts and repairs transport: \$T.B.D.
- -Local Taxes (Turbine services on site only): \$314,978.41

DI# 1226615 Work to Be Completed (WTBC): \$12,768,424.79

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226620 FAASt [San Juan Unit 5 and 6 Cooling Tower Replacement Permanent Repairs]

(San Juan Power Plant)

FAASt [San Juan Unit 5 & 6 Cooling Tower Replacement Permanent Repairs]

Work to be Completed

The Central Plant in San Juan requires conservation repairs to its Cooling Tower system due to excessive deterioration, thus requiring a complete replacement of San Juan Unit 5 Cooling Tower within the Units retirement schedule.

- i. San Juan Central Plant Cooling Tower Unit 5 & 6
- ii. Series 3000 Cooling Tower

iii. Tower Clean system

Introduction

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for a specific project.

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BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work for the replacement of San Juan Unit 5 & 6 Cooling Tower will consist overall of the following:

- Removal and disposal of existing cooling tower

- Purchase of new Cooling Tower Model S3E-1222-07Q-3/SY

- Installation of new three cell cooling tower Model S3E-1222-07Q-3/SY

o Manufactured Baltimore Aircoil Company ABC

- Installation of necessary wiring, conduits and electrical connections

- Installation of Lakos Tower Clean Filtration System

- Start-up and commissioning Activities

It's the Authority's intent to contract services for the design, build, installation, start up and

commissioning activities. Nonetheless, PREPA personnel will assist in the overall execution

of the project as well as include force account materials and equipment to assist contracted

activities. Contracted services may include additional scope to facilitate other projects,

specifically. Nevertheless, scope and cost within will be limited to repairs in Cooling tower

Unit 5 & 6.

Purchase of Tower Equipment have been executed and are currently held in inventory.
Contract Purchase is attached.
Technical Specifications for contracted activities are as follows:
The installation of the new cooling tower System will be installed to fit to the existing structural base and will include modifications to install new support beams. As built drawings will be provided.
Mechanical Work Scope:
Design and build new cooling tower Field Piping inlet and outlet connections interconnected to existing piping. Piping shall be fabricated at time of installation, kept clear and supported independently of all unit access accessories. Field Piping should consist of carbon steel with epoxy coating, specifically Coating System No. 1 and Surface Preparation No. 2. Refer to Paint Specifications, Section 09900 attached. A thermoplastic UV resistance insulating material shall be used to prevent galvanic corrosion between dissimilar metals.
Design and build of new piping system with check valves and manual isolating valves to use either Cooling Tower for combined cycle unit 5 or unit 6. In case on contact or connection with dissimilar metals, a thermoplastic material shall be used between dissimilar metals, as specified. Connections 3 and smaller shall be MPT. Connections 4 and larger shall be grooved for mechanical coupling and beveled for welding. Overflow and Make Up Water shall be FPT connection
Piping, flanges, and valves designed and seized for pump suction and design flow rate based on the maximum flow rate through the strainer with basin water at standard operating level. Field piping supported independently of all unit accessories.
Electrical Work Scope:
All conduits shall be rigid, of CPVC, watertight and pitched downward to allow condensation to drain away from fan motor conduit box Orientation of rigid conduits outside casing panel shall turn down to junction box Junction box, safety switch, disconnect switch, enclosures shall be watertight, NEMA 4X Class 1 Division 1. Create Separate conduit lines required for each fan motor Conduit lines and switches shall be design and rated for proper voltage and Hp of
fan motor. Design, supply, and installation of motors, heating system, in accordance with drawing SW-Q21000211002
Wiring and Installation of the Mechanical Vibration Cutout Switch (provided with the Cooling Tower) in accordance with drawings VL-Q21000211002 and VWQ21000211002 Connections to the DCS done by PREPA.
Structural Works Scope:
Structural design, fabrication, and modification of all supports required in accordance to Cooling Towers operating and weight loading.

Design and Loads calculations for new support structure, shall be complying to Wind and Seismic Loads of the PR Building Code, latest revision, for the region where the project is being constructed. Cooling Tower are supported (installed on top) by two new support I Beams per Cooling Tower, 6" wide, in accordance to drawing SS-Q21000211002. Support beams shall be flush and level at top. Steel frame members perpendicular to the support beams and under the air inlet edges of units shall be at least 2" below the top of the support beams. The two new support I Beams per Cooling Tower shall be installed on top of existing support beams frame structure. Modifications to the existing beams frame structure shall be considered. Existing frame and new steel supports shall be painted with epoxy coating. Coating System No. 1 and Surface Preparation System No. 2. All surfaces shall be cleaned, free of salts and other contaminants. Surface preparation and coating shall be inside a bubble. Refer to Paint Specifications, Section 09900. Removal and disposal of two existing cooling towers following PREPAs established guidelines.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

- Equipment Purchase: \$924,290.00

- Installation: \$850,000.00

- Force Account Labor and Materials: \$112,855.00

DI# 1226620 Work to Be Completed (WTBC): \$1,887,145.00

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226622

FAASt [San Juan Power Plant Units 5 and 6 New High-Pressure Pumps Permanent Repairs]

(San Juan Power Plant)

FAASt [San Juan Power Plant Units 5 & 6 New High-Pressure Pumps Permanent Repairs]

Work to be Completed

This project related to the procurement of High-Pressure Pumps for Units 5 & 6 is necessary because the Central Plant in San Juan requires replacement of the existing high pressure boiler feed water pumping system in order to assure the efficient and reliable operation of both units, 5 and 6.

Introduction

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Facilities Name: San Juan Power Plant
GPS Location:

Project Scope of Work

This project will mainly consist of the procurement and delivery of two high pressure water centrifugal pumps for Units 5 and 6 of the San Juan Central Plant .

I. General

A. To engineer as required, and supply two new high pressure feed water pumps, including technical services as required by PREPA for their installation and commissioning.

- B. The pump required will be used for heat recovery steam generator high pressure feed water process.
- C. The pump shall be new and accompanied by its test certificate.
- D. The pump shall include non-metallic wear rings to improve galling resistance during start up and shut down of pump.
- E. The existing pump concrete base, existing motor, existing oil lubrication shaft pump and skid and existing recirculation valve will be used by the new required pump. Critical installation measures should be the same as existing ones. The pump shall be able to replace any of the existing pumps without modification to connection points. In other words, the pump shall be drop in or direct fit.
- F. The pump must be manufactured by a manufacturer specialized in boiler feed water pumps, with at least 15 years in the manufacture and repair of these and shall submit literature in their proposal along with the offer.
 - G. PREPA will only consider pumps manufactured in the United States of America.
- H. The delivery time once the order is awarded will be no more than 40 weeks, including evidence attested and the delivery at the plant.
 - I. The supplier must provide an authorized factory technician to supervise the installation of the pump and the start-up. The

factory technician shall consider not less than seven (7) days in the plant for such services.	
	shipment or 12
K. By PREPA:	
a. Lubrication skid	
b. Motor (210.4 AMPS, 1750 HP, 4160 VOLTS, 3 PHASE, 3585 RPM, FRAME WPII, ANSALDO, TYPE W S/N 67846).	600 Y2,
c. Installation	
d. Oil Pump/Coupling	
e. Driver Coupling	
Cost Estimate	
The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies	S.
Cost Type:	
- Procurement & Delivery of 2 High Pressure Water Pumps (Unit 5/Unit 6): \$1,600,000.00	
DI# 1226622 Work to Be Completed (WTBC): \$1,600,000.00	
406 HMP Scope	
There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immedi request.	iate Works
FAASt [San Juan Unit 5 and 6 Black Start Control System]	

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(San Juan Power Plant)

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FAASt [San Juan Unit 5 & 6 Black Start Control System]

Work to be Completed

The Black Start Diesel Generator System has a combined capacity of 4000KW in case of any emergency or outage due to atmospheric events or technical faults on the transmission system. The control system manages the interaction between the user and the system and also enables the selection of different functional modes for the operational sequence and energization of CTG 5 and/or 6. In case of any event, for these generators to be activated and synchronized, they require to be automatically operated. At the moment, the generators are being operated manually due to a damaged automatic control. After a technical study to the system, PREPA determined that the Black Start Automatic Control System should be upgraded for the generators work as intended.

Introduction

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Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work for the upgrade of San Juan Generation Complex Unit 5 & 6 Black Start Control System

1) Upgrade of existing digital master control system for Cummins Black Start operation at San Juan generation plant units 5 & 6

• Initial verification and assessment of current system configuration and setup versus electrical drawings and configuration original designed

- Engineered / retrofitted control system integration and installation
- · Commissioning and startup support
- · Control system drawings and manuals
- 2) Description of the updated paralleling control system
 - · Similar sequence of operation to existing Black Start digital master control
 - o New control systems including: PLC and HMI
 - o Assure communication between PLC and Ovation distributed control system at operator control room for

remote and fully

automated operation

- 3) Final test shall be performed to consider the project fully completed
 - · Both generators shall synchronize between them
 - All test required and recommended by the manufacturer listed on the black start operation and maintenance manual
- Both generators shall synchronize to the 4.16 kv emergency bus at the switch gear units 5 & 6 with at least one unit 5 or 6 normalized supplying power to the same bus without affecting its operation
- These operations and tests shall be discussed and executed in accordance with the maintenance department and electrical section personnel

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

- Paralleling Control System installation, supervision and engineering: \$348,509.53

DI# 1226624 Work to Be Completed (WTBC): \$348,509.53

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

1226626 FAASt [San Juan Unit 5 and 6 Control System Upgrades]

(San Juan Power Plant)

FAASt [San Juan Unit 5 and 6 Control System Upgrades]

Work to be Completed

The digital transformation of the power industries has expanded connectivity to more systems, significantly increasing the risk of cyber threats to mission critical assets. The application of cybersecurity programs bridge the gap between operational technology (OT) and

information technology (IT) to mitigate risk and maintain reliable operation by proactively addressing threats, enhancing protection and streaming security program management.

After a thorough application, review and testing process, the Department of Homeland Security, under the U.S. SAFETY Act, has designated the Emerson Ovation control solution as Qualified Anti-Terrorism Technology (QATT). The Designation covers Emerson's Ovation control system, Power and Water Cybersecurity Suite, and cybersecurity services.

Due to the importance of San Juan thermal site in Puerto Rico and after the dual fuel conversion done by New Fortress Energy, it is important to keep the current Ovation DCS and Cybersecurity systems updated to the newest release to ensure site availability and improve operation performance. The proposed upgrades will provide to the San Juan Power Plant great advantages. Among those advantages are: Increase System security, Great reliability, increase system flexibility, increase life expectancy of the ovation system, decrease emergencies due to hardware failures and minimize system downtime.

Introduction

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Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work for the upgrade of San Juan Generation Complex Unit 5 & 6 Control

Rooms will consist of the following:

-System Hardware

- Replacement of OCR400 controllers with new OCR1100 controllers.
- Replacement of Ovation operator stations /servers for PREPA San Juan Power Plant system with the most recent Ovation high availability virtualization system. The new Ovation virtual servers will be housed in the existing server cabinets.
 - Replacement of power supplies for the new Ovation Controllers. The new equipment will be housed in the existing cabinets.
 - New EDS Server.
 - New Hardware for Power and Water Cyber security Suite (PWCS)

- -Network Equipment
- Network equipment will be replaced by new models validated by Emerson. The network equipment of in the existing network cabinets.

each system will be housed

- -System Software
- Upgrade from Ovation 3.3.1 to Ovation 3.7
- Upgrade of AMS Guardian Support.
- New Operating Systems licenses and software for new Ovation system.
- Upgrade of SCADA Software (DNP & Modbus)
- Upgrade of OPC Software.
- · New EDS software.
- New PWCS software.(Power and Water Cybersecurity Suite)

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

- Ovation Evergreen and PWCS System Upgrade Hardware & Software: \$1,796,238.00
- Ovation Remote I/O Communications Equipment Upgrade-Hardware & Software: \$ 548,534.00
- Ovation Evergreen and PWCS System Engineering Services: \$858,278.00

DI# 1226626 Work to Be Completed (WTBC): \$3,203,050.00

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

Cost

Code	Quantity	Unit	Total Cost	Section
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$19,500.00	Completed
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Force Account Labor and Materials (Donor FAASt Project 136271))	1.00	Lump Sum	\$206,250.00	Uncompleted
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$825,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$48,813.00	Uncompleted
9009 (Material (Donor FAASt Project 136271))	2.00	Lump Sum	\$78,186.00	Uncompleted
9009 (Material (Donor FAASt Project 136271))	2.00	Lump Sum	\$114,918.00	Uncompleted
9009 (Material (Donor FAASt Project 136271))	2.00	Lump Sum	\$132,320.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Force Account Labor and Materials (Donor FAASt Project 136271))	1.00	Lump Sum	\$61,242.00	Uncompleted
9009 (Material (Donor FAASt Project 136271))	1.00	Lump Sum	\$80,850.00	Uncompleted
9009 (Material (Donor FAASt Project 136271))	1.00	Lump Sum	\$131,575.00	Uncompleted
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$400,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$12,055,544.40	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$9,750,263.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Force Account Labor and Materials (Donor FAASt Project 136271))	1.00	Lump Sum	\$600,000.00	Uncompleted
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$3,000,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$12,768,424.79	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$12,768,424.79	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Force Account Labor and Equipment (Donor FAASt Project 136271))	1.00	Lump Sum	\$112,855.00	Uncompleted
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$850,000.00	Uncompleted
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$924,290.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$1,600,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (Donor FAASt Project 136271))	1.00	Lump Sum	\$348,509.53	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract(Donor FAASt Project 136271)))	1.00	Lump Sum	\$3,203,050.00	Uncompleted

CRC Gross Cost

\$60,080,015.51

Award Information	Total 406 HMP Cost	\$0.00
Award information	Total Insurance Reductions	\$0.00
Version Information	CRC Net Cost	\$60,080,015.51
	Federal Share (90.00%)	\$54,072,013.96
	Non-Federal Share (10.00%	\$6,008,001.55

Version	Eligibility	Current	Bundle Number	Project	Cost	Federal Share	Date
#	Status	Location		Amount	Share	Obligated	Obligated
0	Eligible	Awarded	PA-02-PR-4339-PW- 10615(11932)	\$60,080,015.51	90 %	\$54,072,013.96	6/15/2022

Drawdown History

	EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount
Ī		No Re	ecords		

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award
 and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the
 Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA
 Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any
 entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient
 agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal
 agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same
 purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/9/2022

GENERAL INFORMATION

Event: DR4339-PR

Project: SP 662947

Category of Work: Cat F - Utilities

Applicant: PR Electric Power Authority

Event Type: Hurricane / Hurricane Maria

Cause of Loss: Wind / Wind Driven Rain

Incident Period: 9/17/2017 to 11/15/2017

Total Public Assistance Amount: Repairs Amount \$60,080,015.51

COMMERCIAL INSURANCE INFORMATION

Does the applicant have a Commercial Policy that extends coverage for this facility: Yes

Policies Issued by: Willis Towers Watson, Multinational Insurance Company and Mapfre

Policy Numbers: Willis Towers Watson (B0804Q1966F17, B0804Q14312F17, B0804Q19673F17, B0804Q19672F17, B0804Q18529F17, B0804Q14312F17, B0804Q19674F17, B0804Q18411F17, B0804Q14310F17, B0804Q11038F17, B0804Q14507F17, B0804Q14312F17)

Mapfre Praico Insurance Company (1398178000644)

<u>Multinational Insurance Company</u> (88-CP-000307831-2, 88-CP-000318673-0, 88-CP-000318674-0, 88-CP-000318675-0, 88-CP-000318675-0, 88-CP-000318677-0)

Policy Period: From: 5/15/2017 To: 5/15/2018

Policy Limits: \$300,000,000.00

RCV or ACV: Replacement Cost Value

Deductible Amount \$25,000,000.00 each and every occurrence property damage and 30 days each and every occurrence business interruption in respect of Named Windstorm.

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

The amount of the deductible being funded in this project is \$0.00

The amount of the deductible previously funded in other projects is \$25,000,000.00

Final Insurance Settlement Status: Insurance proceeds for this project are anticipated

The amount of Anticipated Insurance Reduction applied for Project: \$0.00

<u>NUMBER OF DAMAGED LOCATIONS INCLUDED IN THIS PROJECT:</u> (13)

Damaged Inventory (DI) #661233:

FAASt [San Juan Power Plant (Work completed)]

Location Description: Unit 5&6 - Package air conditioner

GPS Coordinates:

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Cause of Loss: vving / vving Driven Kain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$19,500.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility._

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Power Plant (Work completed)] in the amount of \$19,500.00.

Damaged Inventory (DI) #1226606:

FAASt [San Juan Units 5 Condenser Repair and Coating Application Permanent Repairs]

Location Description: San Juan Central Plant Unit 5 Condenser

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$1,031,250.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Units 5 Condenser Repair and Coating Application Permanent Repairs] in the amount of \$1,031,250.00.

Damaged Inventory (DI) #1226607:

FAASt [San Juan Unit 5 & 6 High Pressure Bleed Valves, Low Pressure Bleed Valves, and Steam Injection Block Valves]

Location Description: San Juan Central Plant Unit 5 & 6 HPBV, LPBV and SIBV

GPS Coordinates: Start to

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$374,237.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan - All Disasters" file._

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 High Pressure Bleed Valves, Low Pressure Bleed Valves, and Steam Injection Block Valves] in the amount of \$187,118.50.

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 6 High Pressure Bleed Valves, Low Pressure Bleed Valves, and Steam Injection Block Valves] in the amount of \$187,118.50.

Damaged Inventory (DI) #1226609:

FAASt [San Juan Units 5 & 6 Condensers Outlet Valves and Elbows Installation Permanent Repairs]

Location Description: San Juan Central Plant Unit 5 & 6 Condenser

GPS Coordinates: Start End to

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647.000.000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$673,667.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 Condensers Outlet Valves and Elbows Installation Permanent Repairs] in the amount of \$336,833.50.

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 6 Condensers Outlet Valves and Elbows Installation Permanent Repairs] in the amount of \$336,833.50.

Damaged Inventory (DI) #1226610:

FAASt [Steam Rotor Replacement Unit 5 & CT Repairs]

Location Description: San Juan Power Plant Steam Rotor Replacement Unit 5 & CT Repairs

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$12,055,544.40

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file._

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Steam Rotor Replacement Unit 5 & CT Repairs] in the amount of \$12,055,544.40.

Damaged Inventory (DI) #1226611:

FAASt [San Juan Unit 5 Modules D&E HRSG Permanent Repairs]

Location Description: San Juan Central Plant Unit 5 HRSG

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$9,750,263.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 Modules D&E HRSG Permanent Repairs] in the amount of \$9,750,263.00.

Damaged Inventory (DI) #1226612:

FAASt [San Juan Units 5 Replacement of the Online Condenser Cleaner Permanent Repairs]

Location Description: San Juan Central Plant Unit 5 Condenser

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$3,600,000.00

Prior Obtain and Maintain Requirement:

INO prior insurance requirements were tound for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Units 5 Replacement of the Online Condenser Cleaner Permanent Repairs] in the amount of \$3,600,000.00.

Damaged Inventory (DI) #1226613:

FAASt [Unit 6 - Major Overhaul (Combustion Turbine Replacement)]

Location Description: San Juan Central Plant Unit 5 Condenser

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$12,768,424.79

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Unit 6 – Major Overhaul (Combustion Turbine Replacement)] in the amount of \$12,768,424.79.

Damaged Inventory (DI) #1226615:

FAASt [Unit 6 - Major Overhaul (Steam Turbine Replacement)]

Location Description: Unit 6 - Major Overhaul (Steam Turbine Replacement)

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$12,768,424.79

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

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Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

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Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Unit 6 – Major Overhaul (Steam Turbine Replacement)] in the amount of \$12,768,424.79.

Damaged Inventory (DI) #1226620:

FAASt [San Juan Unit 5 & 6 Cooling Tower Replacement Permanent Repairs]

Location Description: San Juan Unit 5 & 6 Cooling Tower Replacement Permanent Repairs

GPS Coordinates: Start to End

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$1,887,145.00_

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Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

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Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

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Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 & 6 Cooling Tower Replacement Permanent Repairs] in the amount of \$1,887,145.00.

Damaged Inventory (DI) #1226622:

FAASt [San Juan Power Plant Units 5 & 6 New High-Pressure Pumps Permanent Repairs]

Location Description: San Juan Power Plant Units 5 & 6 New High-Pressure Pumps Permanent Repairs

GPS Coordinates: Start to

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$1,600,000.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Power Plant Unit 5 New High-Pressure Pumps Permanent Repairs] in the amount of \$800,000.00.

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Power Plant Unit 6 New High-Pressure Pumps Permanent Repairs] in the amount of \$800,000.00.

Damaged Inventory (DI) #1226624:

FAASt [San Juan Unit 5 & 6 Black Start Control System]

Location Description: San Juan Unit 5 & 6 Black Start Control System

GPS Coordinates: Start to End

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$348,509.53

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Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility._

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 & 6 Black Start Control System] in the amount of \$348,509.53.

Damaged Inventory (DI) #1226626:

FAASt [San Juan Unit 5 & 6 Control System Upgrades]

Location Description: San Juan Unit 5 & 6 Control System Upgrades

GPS Coordinates: Start to End

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$3,203,050.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 & 6 Control System Upgrades] in the amount of \$3,203,050.00.

Insurance Proceeds Statement:

FEMA acknowledges that the Applicant is in negotiations with their insurance carrier at the time of the FEMA insurance review and might have received partial settlements. In accordance with 44 CFR §206.250-253, in the absence of an actual settlement, anticipated insurance recoveries will be deducted from this project based on Applicant's insurance policy limits. FEMA subsequently adjusts the eligible costs based on the actual amount of insurance proceeds the Applicant receives after a final settlement.

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

- **A. Duplication of Benefits.** FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.
- 1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
- 2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
- 3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

FEMA Policy 206-086-1

- H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:
- 1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.
- 2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:
- a. The amount of any deductible or self-insured retention the applicant assumed (i.e., "retained risk").

Obtain and Maintain Requirements:

44 CFR § 206.253 Insurance requirements for facilities damaged by disasters other than flood.

(a) Prior to approval of a Federal grant for the restoration of a facility and its contents which were damaged by a disaster other than flood, the recipient shall notify the Regional Administrator of any entitlement to insurance settlement or recovery for such facility and its contents. The Regional Administrator shall reduce the eligible costs by the actual amount of insurance proceeds relating to the eligible costs.

(b)

- (1) Assistance under section 406 of the Stafford Act will be approved only on the condition that the recipient obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster. The Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (2) Due to the high cost of insurance, some applicants may request to insure the damaged facilities under a blanket insurance policy covering all their facilities, an insurance pool arrangement, or some combination of these options. Such an arrangement may be accepted for other than flood damages. However, if the same facility is damaged in a similar future disaster, eligible costs will be reduced by the amount of eligible damage sustained on the previous disaster.
- (c) The Regional Administrator shall notify the recipient of the type and amount of insurance required. The recipient may request that the State Insurance Commissioner review the type and extent of insurance required to protect against future loss to a disaster-damaged facility, the Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (d) The requirements of section 311 of the Stafford Act are waived when eligible costs for an insurable facility do not exceed \$5,000.00. The Regional Administrator may establish a higher waiver amount based on hazard mitigation initiatives which reduce the risk of future damages by a disaster similar to the one which resulted in the major disaster declaration which is the basis for the application for disaster assistance.
- (e) The recipient shall provide assurances that the required insurance coverage will be maintained for the anticipated life of the restorative work or the insured facility, whichever is the lesser.
- (f) No assistance shall be provided under section 406 of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of the previous assistance has been obtained and maintained.

Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined._

FEMA Policy 206-086-1

F. Timeframes for Obtaining Insurance. FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

- 1. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
- 2. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

Jean-Carlo Echevarria, PA Insurance Specialist, CRC Atlantic, Guaynabo, PR

O&M Requirements

Insured Peril	Item Type	Description	Required Coverage Amount
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Units 5 Condenser Repair and Coating Application Permanent Repairs] in the amount of \$1,031,250.00.	\$1,031,250.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 High Pressure Bleed Valves, Low Pressure Bleed Valves, and Steam Injection Block Valves] in the amount of \$187,118.50. An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 6 High Pressure Bleed Valves, Low Pressure Bleed Valves, and Steam Injection Block Valves] in the amount of \$187,118.50.	
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 Condensers Outlet Valves and Elbows Installation Permanent Repairs] in the amount of \$336,833.50. An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 6 Condensers Outlet Valves and Elbows Installation Permanent Repairs] in the amount of \$336,833.50.	\$673,667.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Steam Rotor Replacement Unit 5 & CT Repairs] in the amount of \$12,055,544.40.	

Insured Peril	Item Type	Description	Required Coverage Amount
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 Modules D&E HRSG Permanent Repairs] in the amount of \$9,750,263.00.	\$9,750,263.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Units 5 Replacement of the Online Condenser Cleaner Permanent Repairs] in the amount of \$3,600,000.00.	\$3,600,000.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Unit 6 – Major Overhaul (Combustion Turbine Replacement)] in the amount of \$12,768,424.79.	\$12,768,424.79
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [Unit 6 – Major Overhaul (Steam Turbine Replacement)] in the amount of \$12,768,424.79.	\$12,768,424.79
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 & 6 Cooling Tower Replacement Permanent Repairs] in the amount of \$1,887,145.00.	\$1,887,145.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Power Plant Unit 5 New High-Pressure Pumps Permanent Repairs] in the amount of \$800,000.00. An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Power Plant Unit 6 New High-Pressure Pumps Permanent Repairs] in the amount of \$800,000.00.	\$1,600,000.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 & 6 Black Start Control System] in the amount of \$348,509.53.	\$348,509.53
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Unit 5 & 6 Control System Upgrades] in the amount of \$3,203,050.00.	\$3,203,050.00
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Power Plant (Work completed)] in the amount of \$19,500.00.	\$19,500.00

406 Mitigation

There is no additional mitigation information on FAASt [San Juan 001 – Units 5 & 6] (Generation).

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?



EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to
 comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits
 and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) 1. The Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR DNER guidelines at a permitted site or landfill. The contractor/applicant will be responsible for the proper disposition of construction debris in authorized landfills providing the name, location, coordinates and permits of the facility to the corresponding authorities 2. Unusable equipment, debris, white goods, scrap metal any other material shall be disposed in approved manner and location. In the event significant items are discovered during the implementation or development of the project the Applicant shall handle, manage and dispose petroleum products, hazardous materials and toxic waste in accordance to the requirements of the local and federal agencies. Noncompliance with these requirements may jeopardize receipt of federal funds...
- Executive Order 11988 Floodplains Applicant must obtain any required permits from the Planning Board prior to initiating
 work and comply with any conditions of the permit. All coordination (emails, letters, documented phone calls) pertaining to
 these activities and compliance must be provided and maintained in the Applicant's permanent files

EHP Additional Info

There is no additional environmental historical preservation on **FAASt [San Juan 001 – Units 5 & 6] (Generation)**.

Final Reviews

Final Review

Reviewed By Soto Toro, Hildelix L.

Reviewed On 06/08/2022 12:54 PM AST

Review Comments

Project is ready for Recipient Review.

Recipient Review

Reviewed By Salgado, Gabriel

Reviewed On 06/08/2022 2:09 PM AST

Review Comments

Recipient review completed. Project is ready for Applicant Project Review.

Fixed Cost Offer

As a Public Assistance (PA) Subrecipient PR Electric Power Authority (000-UA2QU-00), in accordance with Section 428 of

the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Applicant agrees to accept a permanent work subaward based on a Fixed Cost Offer in the amount of \$60,080,015.51 for subaward number 10615 under Disaster # 4339. The Applicant accepts responsibility for all costs above the Fixed Cost Offer.

The Applicant understands that by participating in this pilot program they will be reimbursed for allowable costs in accordance with 2 CFR Part 200, and the reimbursement will not exceed the Fixed Cost Offer. The Applicant also understands that by agreeing to this Fixed Cost Offer, they will not receive additional funding related to the facilities or sites included in the subaward. The Applicant also acknowledges that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA Alternative Procedures Pilot Program Guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of federal funding.

Project Signatures

Signed By Nieves, Ezequiel

Signed On 06/09/2022

Department of Homeland Security **Federal Emergency Management Agency**

General Info

Project # 667744 P/W# 10608 **Project Type** Specialized

Project Category F - Utilities **Applicant** PR Electric Power Authority (000-UA2QU-

4339DR-PR (4339DR)

Project Title FAASt [San Juan Power Plant - Auxiliary **Event**

Infrastructure] (Generation)

Declaration Date Large 9/21/2017

Project Size 9/20/2027 Incident Start Date 9/17/2017 **Activity Completion Date** Incident End Date 11/15/2017

Process Step Obligated

Damage Description and Dimensions

The Disaster # 4339DR, which occurred between 09/17/2017 and 11/15/2017, caused:

Damage #921353; FAASt [San Juan Auxiliary Infrastructure - Work Completed]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

Facility Type: Building

Building Type: Other Government Office • Facility: San Juan Auxiliary Infrastructure

- Facility Description: The San Juan Power Plant sustained damages in the following areas, that were in need of immediate repair to bring the units back on-line as quickly as possible. (Damage 6): The alert system for mass notification in case of an emergency at the Plant was broken. "Diques" R1, R2, R3, R4 (Damage 8): Membrane liner system XR-5 was damaged. Boiler's dining room (Damage 9): Air conditioning was damaged. NPDES office (Damage 10): Air conditioning was damaged. General Mechanic Workshop - North (Damage 12): Roof sealing treatment suffered serious damages, causing significant water leaks into the workshop, putting equipment and employees at risk. Power Plant Rehabilitation (Damage 18 – two contracts): Contractor will provide all materials, equipment, tools, scaffolds, crane, insurance, labor and supervision to repair the hurricane affected structures in a safe way for the environment and the employees.
- Approx. Year Built: 1970
- GPS Latitude/Longitude:
- Number of Stories: 0

General Damage Information:

■ Date Damaged: 9/20/2017

Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria

Damage #921845; FAASt [Repairs to Nautilus Water Treatment System San Juan Power Plant]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

■ Facility Type: Down congration transmission and distribution facilities

- I acinty Type. Fower generation, transmission, and distribution racinities
- Facility: Nautilus Water Treatment System
- Facility Description: The San Juan Power Plant needs to realize some repairs to its Nautilus Water Treatment System. Work consists of structural repairs to steel floor and walls, and application of interior and exterior anti-corrosive coating. This work is important for the reliability and continuity capacity of the process water treatment in the San Juan Power Plant generating units, in order to be able to keep them in service.
- Approx. Year Built: 1970

GPS Latitude/Longitude:

General Damage Information:

■ Date Damaged: 9/20/2017

Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria

Damage #921846; FAASt [New Raw Water Rank San Juan Power Plant, U. 7-10]

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: New Raw Water Rank San Juan Power Plant, U. 7-10
- Facility Description: The San Juan Power Plant needs to acquire a new Raw Water Tank for units 7 to 10. Work consists of removal of the existing steel raw water storage tank, the design and build of a new 173,000 gallons steel raw water storage tank (including interior and exterior coating application), instrumentation system for reading water levels, and improvements to the existing tank's concrete base. This work is important since PREPA will have a brand-new tank whose average useful life will be 20 years, the Power Plant will increase its water reservoirs for energy production by 15 percent, the risk of accidents due to structural failures in the existing tank will be eliminated, and the contamination by metal deposits around the water tanks will be reduced.
- Approx. Year Built: 1970

GPS Latitude/Longitude:

General Damage Information:

■ Date Damaged: 9/20/2017

Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria

Final Scope

FAASt [San Juan Auxiliary Infrastructure - Work Completed]

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Work Completed

The applicant utilized contracts for repairs to the San Juan Power Plant to restore facilities back to pre-disaster design, capacity, and function within the existing footprint:

a. Plant's Emergency Notification System (Damage 6):

Activities needed to repair the damages caused to the equipment, in order to meet the industry standards:

- Replacement of the speaker stands (6), and review of the post anchors to verify their integrity and support.
- 2) Reinstallation of the system antenna.
- 3) Battery charger installation and Certification of Good Performance.
- 4) Batteries installation, model AC Delco, Deep Cycle, marine type.
- 5) Replacement of steel support to the wall of the building for pole, and welding on the edge of the pole base.
- b. "Diques" R1, R2, R3, R4 (Damage 8):
 - 1) Membrane liner system repair works had to be done on tanks, since debris impacted them during the strong winds of hurricane Maria. The work was done with an amendment to the original contract, that was created for the Remediation works reinforcement of membrane liner system of "Diques" R1-4 and Diesel tanks in Bunker C, realized just before the hurricane. Therefore, Geomembrane Installation and Testing had to be done again to reserve tanks R1 thru R4 after the hurricane.
- c. Boiler's dining room (Damage 9):
 - 1) Purchase and installation of a 36,000 BTU mini split A/C with circuit arrester and phase monitor, to replace the damaged one.
- d. NPDES office (Damage 10):
 - Purchase and installation of a 12,000 BTU mini split A/C with circuit arrester and phase monitor, to replace the damaged one.
- e. General Mechanic Workshop North (Damage 12):
 - 1) Removal and disposition of ceiling surface existing materials.
 - 2) Ceiling surface cleaning with pressure machine, and ceiling surface preparation to

remove any dirt, dust, etc

- 3) Primer application to ceiling surface.
- 4) 1st Membrane Base installation to ceiling surface.
- 5) 2nd Membrane Base installation to ceiling surface.
- 6) Flashing liquid installation on ceiling edge and walls with caulking termination.
- 7) Aluminum paint coat application to the joints of the membrane to help preserve it.
- f. Power Plant Rehabilitation (Damage 18):

Two contracts were awarded to repair the following hurricane affected structures:

- A) (1) Carpentry workshop (3,228 sq. ft.), (2) Compressors room treatment plant (1,440 sq. ft.), (3) Diesel pumps room fire protection system (1,025 sq. ft.), (4) Entrance doors and their rails environmental hangar, (5) Aluminum curtains B&G Building (130 sq. ft.), and (6) Door fuel pumps room.
 - B) (1) Scrap metal area / waste with oils, (2) Spill control boats area, (3) Transfer pumps, and (4) Curtains administrative building.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

DI# 1222658 Work Completed: \$471,247.00

Scope Notes:

- 1. See documents: SP667744-DR4339PR-FEMA Validation Summary.xlsx
- 2. For more information please refer to document: 667744-DR4339PR-PREPA ISOW San Juan Power Plant_Work_Completed.pdf
- 3. This SOW only includes: (Damage 6), (Damage 8), (Damage 9), (Damage 10), (Damage 12) and (Damage 18) as describe in the above document. The remaining damages in the document (i.e. Damage XX) will be included in other projects taking in to consideration the location with in the power plant.

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

921845 FAASt [Repairs to Nautilus Water Treatment System San Juan Power Plant]

A. Repairs to Nautilus Water Treatment System

Work to be Completed

The applicant will utilize contracts for repairs to the Nautilus Water Treatment System of the San Juan Power Plant, to restore facilities back to pre-disaster design, capacity and function within the existing footprint with in-kind materials. The San Juan Power Plant needs to realize some repairs to its Nautilus Water Treatment System. Work consists of structural repairs to steel floor and walls, and application of interior and exterior anti-corrosive coating. This work is important for the reliability and continuity capacity of the process water treatment in the San Juan Power Plant generating units, in order to be able to keep them in service.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facilities Name: San Juan Power Plant

GPS Location:

Project Scope of Work

The scope of work for the repairs to the Nautilus Water Treatment System of the San Juan Power Plant will consist of the following:

A. Mechanical

- 1. Furnish and install a new transmission for the trolley.
- 2. Install a new transmission for the flocculators supplied by PREPA.
- 3. Installation of existing FRP divider panels.
- 4. Restoration and install a metal bridge above the flocculators.
- 5. Installation of both mixers including: impellers, motors and transmissions supplied by PREPA.
- 6. Paint carbon steel structural members, galvanized grating, and galvanized handrails.
- 7. Restoration and put into service the metal trolley and their components. Includes sand blasting of metal surfaces, recoat the FRP piping with a compatible OEM resin and painting of metal surfaces with the Sherwin Williams three steps as specified in the existing tank shell. (Primer Epoxy Mastic Aluminum primer, Macropoxy HS

Primer and Polixiloxane XLE80 final coat).

- 8. Restoration and installation of the flocculators:
 - a. Wood components supplied by: Front (20) and Rear (16) flocculator paddles supplied by PREPA.
 - b. Ball wheels supplied by: Pillow block bearings (3) supplied by PREPA.
 - c. Division panels supplied by: Flocculator baffle planks (10) supplied by contractor and following Drwg. P5243-59 specifications.
- 9. Installation of existing fill films.
- 10. Touch up and repair interior coating in some areas with Sherwin Williams Duroplate 325 coating or PREPA approved.
- 11. Furnish and Install four (4) each 6" butterfly valves at tank bottom. Valve body and discs shall be on CPVC material, Teflon gaskets and stainless- steel bolts and nuts.

B. Electrical

- 1. Install two (2) new DC electrical motors:
 - a. Flocculator motor supplied by PREPA.
 - b. Trolley motor supplied by contractor.
- 2. Replace all electrical conduit with PVC coated rigid pipe.
- 3. Furnish and replace all electrical limit switches.
- 4. Replace all electrical switches, push buttons, VFD and components in the control panel for Nautilus # 1 and put into service. The existing stainless-steel junction box will be reused.

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

Cost Type:

-Mechanical installation and restoration, and Electrical installation and replacement: \$250,000.00

Total Project Cost (All DI's): \$ 1,721,247.00

Scope Notes:

1. Work to Be Completed, please refer to: 667744-DR4339PR-Revised- PREPA SOW SJ-008 San Juan Power Plant Infrastructure projects.pdf (For costs, see PDF Page 8).

Project Notes:

- 1. For Environmental & Historical Preservation (EHP) requirements, details, and supporting documentation please refer to pages 24 to 39 of the document labeled: 667744-DR4339PR-Revised-PREPA SOW SJ-008 San Juan Power Plant Infrastructure projects.pdf and to document 667744-DR4339-FAASt RFI San Juan.pdf.
- 2. Please see below general information and a brief description of the SOW for each additional generation project in the same facility: San Juan Power Plant, as required by EHP:

Project# [662947] FAASt [San Juan 001 – Units 5 & 6] (Generation)

DI#661233 FAASt [San Juan Power Plant (Work completed)]

The scope of work consists of: (Work Completed)

1. Units 5 & 6 (Damage 11): Purchase and installation of a RTU package unit of 20 tons, to replace the damaged one for the battery charger of units 5 and 6.

DI#1226606 FAASt [San Juan Units 5 Condenser Repair and Coating Application Permanent Repairs]

- 1. Removal of Piping adjacent to the south side of the condenser
- 2. Uncouple pipes, valves, actuators, and all accessories attached to pipe segments
- 3. Remove platform, grills, and railings
- 4. Remove bolts from flange-to-flange-to-expansion joint connections.
- 5. Recondition Expansion joint plates of the subject connection.
- 6. Remove and transport the pipe segments to the workshop
- 7. Recondition surface if all flanges to guarantee seal
- 8. Disassemble internal parts of pipe segments (DEBRIS) and ball collector.

- 9. Supply and install new mechanical seals (2) in the actuator shafts.
- 10. Install the pipe segments with their internal mechanism.
- 11. Install pipes, valves, actuators, and all accessories attached to the pipe segments.
- 12. Install platforms, grills, railings, and everything that prevents removal of the
- segments of pipelines.
- 14. Install all flange-to-flange and flange-to-expansion joint connection bolts. All screws
- 15. will be 193B7 and the nuts 2H.

DI#1226607 FAASt [San Juan Unit 5 & 6 High Pressure Bleed Valves, Low Pressure Bleed Valves, and Steam Injection Block Valves]

The scope of work will consist of: (Work to be Completed)

- 1. Purchase of equipment and the replacement and installation of Vanessa 30,000 Triple Offset Automated Valves Steam Injection Block Valves & Bleed Valves.
- 2. Steam Injection Block Valves Vanessa 10" 600# Lug Carbon Steel Body, with Bettis G3014-Sr3/Cw/Stops, Fail Close, Topworx Dxpm41gneb (4) Spdt Limit Switches, Asco Ev8316g082-120 Vac, Misc. Accessories.
- 3. LP Bleed Valve Vanessa 18" 300# Wafer Stainless Steel Body, with Bettis G3016-Sr1/Ht/Cw/Stops, Fail Close, Topworx Dxpm41gneb (4) Spdt Limit Switches, 67dfr Air Set, Asco Evht8316g082-120 Vac, Extended Mounting Bracket, Misc. Accessories.
- 4. HP Bleed Valve Vanessa 16" 300# Wafer Stainless Steel Body, with Bettis G3014-Sr4/Ht/Cw/Stops, Fail Close, Topworx Dxpm41gneb (4) Spdt Limit Switches, 67dfr Air Set, Asco Evht8316g082-120 Vac, Extended Mounting Bracket, Misc. Accessories

DI#1226609 FAASt [San sers Outlet Valves an

d Elbows Installation Permanent Repairs] Juan Units 5 & 6 Conden The scope of work will consist of: (Work to be Completed)

- 1. Outlet channel isolation and dewatering.
- 2. Contractor Mobilization
- 3. Removal of removal of existing condensers outlet valves, elbows, expansion joints
- 4. Procurement of material and delivery
- o Elbows (4), Valves (4) & Expansion Joints (4)
- o Expansion Joints w/ Control Units
- o Bolts, Nuts, washer & gaskets
- 5. Development of Rigging and safety plan, schedule and protection of nearby equipment.
- 6. Installation of new ones for SJSP Units 5 & 6.

DI#1226610 FAASt [Steam Rotor Replacement Unit 5 & CT Repairs]

- 1. Replacement of all the main components of the steam rotor of Unit 5 and perform all
- 2. the repairs of the combustion turbine, including its auxiliary equipment's.

- 3. CT & GT AVRs and Compressor Spindle Bolt Upgrade (Refer to file: QTO-21-05560)
- 4. ST-5 Guardian Seal Parts (Refer to file: Guardian Packing)
- 5. GT-5 Bearing Rebabbit (Refer to file: QTO-21-2037)
- 6. GT-5 Rotor Exchange Program (Refer to file: Rotor Exchange QTO:-21-0294)
- 7. Restore WO-3 Contract Funding due to ST generators 5 & 6 major repairs and CT AVRs
- 8. ST 5 & 6 AVR System installation
- 9. GT-5 Generator Inspection
- 10. Performance Test on Combined Cycle 5
- 11. ST- 5 Major Insp Overhauling
- 12. GT 5 Torque Tube Upgrade
- 13. Office Trailers, Portable Toilets, Washing Stations

<u>DI#122611 FAASt [San Juan Unit 5 Modules D&E HRSG Permanent Repairs]</u>

The scope of work will consist of: (Work to be Completed)

- 1. Purchase and delivery of SJSP Unit 5 HRSG Modules D & E (IP Evaporators, IP Economizer and HP Economizer)
- 2. PressureWave® Plus HRSG cleaning of three (3) access lanes within the HRSG.
- 3. Install One exhaust manifold, round expansion joint SIEMENS Westinghouse
- 4. M501FC. Expansion to include bolster set with joining kit, hardware and consumables.
- 5. Perform outlet to stack expansion joint Rehabilitation
- 6. HRSG Remove and install Module D High Pressure Economizer 3 (HP ECO3) tube harps. HP ECO3 are composed of fifteen harps distributed in three sections of the module.
- 7. Remove and install Module D Intermediate Pressure Evaporators (IP EVA) tube harps. IP EVA are composed of twelve harps distributed in three sections of the module.
- 8. Remove and install Module E Intermediate Pressure Economizer (IP ECO) tubes harps. IP EVA are composed of two harps distribute in one sections of the module.
- 9. Remove and install Module E High Pressure Economizer 2 (HP ECO 2) tube harps. HP ECO 2 are composed of four harps distribute in one section of the module.
- 10. Remove and install Module E High Pressure Economizer 1 (HP ECO 1) tube harps. HP ECO 1 are composed of fifteen harps distributed in three sections of the module.
- 11. Inspection by PREPA and/or authorized delegate
- 12. Inspect the harps exterior and interior to verify that it is free of obstructions and debris.
- 13. Dispose in PREPA supplied containers the used tubes and if necessary, cut them to fit inside containers.

<u>DI#1226612</u> FAASt [San Juan Units 5 Replacement of the Online Condenser Cleaner Permanent Repairs]

- 1. Design and build of new Debris Filter System and Condenser Tubes Cleaning System for SJSP Unit 5 Steam Turbine Condenser.
- 2. Includes, but is not limited to, the design, fabrication, installation, and commissioning of the above-mentioned systems.
- 3. Removal of the existing equipment.
- 4. New debris filters (2) and ball collection strainers (2) shall fit into the existing flange to flange dimensions between condenser and circulating water piping.
- 5. Include a PLC based control system for the automatic operation of both systems.
- 6. Material of construction for these systems shall be duplex stainless steel (UNS S 31803), including hardware, unless otherwise noted.

<u>Dl#1226613 FAASt [Unit 6 – Major Overhaul (Combustion Turbine Replacement)]</u>

The scope of work will consist of: (Work to be Completed)

- 1. Combustion Turbine AVR System acquisition and installation
- 2. GT Generator Inspection/Maintenance
- 3. GT Bearing Rebabbit
- 4. Performance Test on Combined Cycle 6
- 5. GT Torque Tube Upgrade
- 6. GT Compressor Spindle Bolt Upgrade
- 7. Provide Office Trailers, Portable Toilets, Washing Stations for workers during the period of performance
- 8. Rotor Exchange Program GT Unit 6 Scheduled for year 2023
- 9. GT Major Inspection Contingencies
- 10. EAs for Unplanned Extra Work

DI#1226615 FAASt [Unit 6 - Major Overhaul (Steam Turbine Replacement)]

The scope of work will consist of: (Work to be Completed)

- 1. Steam Turbine AVR System acquisition and installation
- 2. Steam Turbine Major Overhauling
- 3. Steam Turbine Guardian Seal Parts
- 4. Steam Turbine Major Inspection Overhauling Contingencies
- 5. EAs for Unplanned Extra Work

DI#1226620 FAASt [San Juan Unit 5 & 6 Cooling Tower Replacement Permanent Repairs]

- 1. Removal and disposal of existing cooling tower
- 2. Purchase of new Cooling Tower Model S3E-1222-07Q-3/SY

- 3. Installation of new three cell cooling tower Model S3E-1222-07Q-3/SY
- o Manufactured Baltimore Aircoil Company ABC
- 4. Installation of necessary wiring, conduits and electrical connections
- 5. Installation of Lakos Tower Clean Filtration System
- 6. Start-up and commissioning Activities

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DI#1226622 FAASt [San Juan Power Plant Units 5 & 6 New High-Pressure Pumps Permanent Repairs]

The scope of work will consist of: (Work to be Completed)

- 1. To engineer as required, and supply two new high pressure feed water pumps, including technical services as required by PREPA for their installation and commissioning.
- 2. The pump required will be used for heat recovery steam generator high pressure feed water process.
- 3. The pump shall be new and accompanied by its test certificate.
- 4. The pump shall include non-metallic wear rings to improve galling resistance during start up and shut down of pump.
- 5. The existing pump concrete base, existing motor, existing oil lubrication shaft pump and skid and existing recirculation valve will be used by the new required pump. Critical installation measures should be the same as existing ones. The pump shall be able to replace any of the existing pumps without modification to connection points. In other words, the pump shall be drop in or direct fit.
- 6. The pump must be manufactured by a manufacturer specialized in boiler feed water pumps, with at least 15 years in the manufacture and repair of these and shall submit literature in their proposal along with the offer.
- 7. PREPA will only consider pumps manufactured in the United States of America.
- 8. The delivery time once the order is awarded will be no more than 40 weeks, including evidence attested and the delivery at the plant.
- 9. The supplier must provide an authorized factory technician to supervise the installation of the pump and the start-up. The factory technician shall consider not less than seven (7) days in the plant for such services.
- 10. The supplier, together with the manufactures, must offer a warranty of 18 months from its receipt by PREPA shipment or 12 months from its start-up, whichever comes first.
- 11. By PREPA:
- a. Lubrication skid
- b. Motor (210.4 AMPS, 1750 HP, 4160 VOLTS, 3 PHASE, 3585 RPM, FRAME

WPII, ANSALDO, TYPE W 500 Y2, S/N 67846).

- c. Installation
- d. Oil Pump/Coupling
- e. Driver Coupling

DI#1226624 FAASt [San Juan Unit 5 & 6 Black Start Control System]

- 1. 1) Upgrade of existing digital master control system for Cummins Black Start operation at San Juan generation plant units 5 & 6
- · Initial verification and assessment of current system configuration and setup versus electrical drawings and original designed configuration

- Engineered / retrofitted control system integration and installation
- · Commissioning and startup support
- · Control system drawings and manuals
- 2. 2) Description of the updated paralleling control system
- · Similar sequence of operation to existing Black Start digital master control
- o New control systems including: PLC and HMI
- o Assure communication between PLC and Ovation distributed control system at operator control room for remote and fully automated operation.
- 3. 3) Final test shall be performed to consider the project fully completed
- · Both generators shall synchronize between them
- · All test required and recommended by the manufacturer listed on the black start operation and maintenance manual, or
- Both generators shall synchronize to the 4.16 kv emergency bus at the switch gear units 5 & 6 with at least one unit 5 or 6 normalized supplying power to the same bus without affecting its operation
- These operations and tests shall be discussed and executed in accordance with the maintenance department and electrical section personnel

DI#1226626 FAASt [San Juan Unit 5 & 6 Control System Upgrades]

- 1. System Hardware
- Replacement of OCR400 controllers with new OCR1100 controllers.
- Replacement of Ovation operator stations /servers for PREPA San Juan Power Plant system with the most recent Ovation high availability virtualization system. The new Ovation virtual servers will be housed in the existing server cabinets.
- · Replacement of power supplies for the new Ovation Controllers. The new equipment will be housed in the existing cabinets.
- · New EDS Server.
- New Hardware for Power and Water Cyber security Suite (PWCS)
- 2. Network Equipment
- Network equipment will be replaced by new models validated by Emerson. The network equipment of each system will be housed in the existing network cabinets.
- System Software
- Upgrade from Ovation 3.3.1 to Ovation 3.7
- Upgrade of AMS Guardian Support.
- New Operating Systems licenses and software for new Ovation system.
- Upgrade of SCADA Software (DNP & Modbus)
- Upgrade of OPC Software.
- New EDS software.

• New PWCS software. (Power and Water Cybersecurity Suite)

Work pending to be submitted by PREPA

The scope of work consists of: (Work Completed)

1. Boilers 7 & 8 (Damage 2):

Install the scaffolding material necessary to repair the thermal insulation and the lagging with anchors of the following areas of boilers 7 and 8:

- 1. Penthouse elevation 143' approx.
- 2. Level #6, Boiler Waterwalls, elevation 126' approx.
- 3. Level #5, Boiler Waterwalls, elevation 122' approx.
- 4. Headers Vestibule Area, elevation 99' up.
- 5. Dearetor Chamber, elevation 115' approx.
- 6. Dearetor Tank, elevation 80' approx.
- 7. GRF Suction Duct, elevation 119' approx.
- 8. GRF Discharge Duct, elevation 16' approx.
- 9. Air Heater 7-1 Area, elevation 92' approx.
- 10. Air Heater 7-2 Area, elevation 92' approx.
- 11. Air Duct 7-1 from Boiler to Fan
- 12. Air Duct 7-2 from Boiler to Fan
- 13. Gas Duct 7-1 from Boiler to Fan
- 14. Gas Duct 7-2 from Boiler to Fan
- 15. Boiler Waterwalls
- 16. Boiler Windbox
- 17. Boiler Downcomers

2. <u>Boilers 9 & 10 (Damage 3):</u>

Install the scaffolding material necessary to repair the thermal insulation and the lagging with anchors of the following areas of boilers 9 and 10:

- 1. Penthouse elevation 125' approx.
- 2. Air Ducts from Fans to Air Heaters to Windbox
- 3. Gas Ducts from Fans to Air Heaters to Windbox
- 4. Gas Recirculating Ducts from Economizer to bottom of the furnace.

- 5. Gas ducts from Fans to Stacks
- 6. Windbox
- 7. Waterwalls
- 8. Dearetor Tank
- 9. Dearetor Chamber
- 10. Downcomers Piping
- 11. Hoppers
- 12. Burners Corners
- 13. Dog House Area
- 14. Vestibule Area
- 15. Auxiliary Steam Piping

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3. <u>Units 9 & 10 (Damage 4):</u>

Rigging services to straighten and place the overhead crane on its rail. The following services and equipment are needed: slings, shackles, cranes of 350, 120, 70 and 28 tons, operators, riggers to tie up parts, assembly and disassembly of counterweight.

4. <u>Units 7 & 8 (Damage 5):</u>

Purchase of 4 Cyberex load sharing battery chargers, rated 200 Amps, model RBEII-AT30-130-200, weight 750 pounds/ea. The price includes: battery eliminator, AUX alarm relay board, MODBUS, ground bus, ground detection meter with test switch, fungus proofing, forced load sharing cable, AC Input ammeter, AC Input voltmeter, barrier terminal block, approval drawings, certified production test data, certificate of conformance, export packing.

The scope of work consists of: (Work to be Completed)

1. <u>Air Preheater Replacement San Juan Power Plant, U.7</u>

A.Replacement of air pre-heater components:

- •Hot Baskets Replacement•Remove the old intermedia baskets.
- •Remove and relocate the intermedia baskets located in the hot baskets area to the intermedia basket area, per original design.
- •Complete Set of Seals Replacement including calibration.B.Repair of the following air heater components:

- •T-bar and Curve Angle inspection.•Radial and Axial Sector Plates inspection and replacement.•Inspection and repair of the Radial and Axial Statics Seals.
- •Inspection of the Radial and Axial Sector Plates Adjusters.
- •Inspection of the Rotor Pin Rack. Including liquid penetrant test to welds.
- •Rotor diaphragms and baskets holder's inspection and repair. Including liquid penetrant test to welds.
- •Cold Bearing internal inspection, clearance between outer race and roller verification, inspection and replacement (if necessary) of packing, oil change.
- •Hot Bearing internal inspection, clearance between outer race and roller verification, inspection and replacement (if necessary) of packing, oil change, replace oil and filters, inspection and repair to bearing rockers.
- •Rotor Drive unit's visual inspection. Multi point lubrication, coupling grid member inspection and lubrication, oil replacement.
- •Air heater sootblowers lance inspection. Repair lance cracks and wear nozzles. Reconditioning of lance support structure and rollers.•Washing device piping and nozzles repair.
- •Repair the gas and air hot end stainless steel 304 expansion joints, if necessary.
- •Repair the gas and air cold end stainless steel 304 expansion joints, if necessary.
- •Diaphragms end plates inspection and repair.
- Air Heaters Outer Casing inspection and repairs.
- · Structural elements and stiffeners inspection and repair.
- •Hot and cold connecting plate assembly inspection and repair.
- 1. Replacement of Two Uninterruptible Power Supply Systems for Units 7 and 8

This is a Turnkey Project where the Contractor shall be responsible for the purchase, delivery, installation, testing and placing in successful service two new Uninterruptible Power Supply Systems (UPS) for San Juan Steam Plant Units 7 and 8.

- Proposed UPS systems shall be designed for use with existing San Juan Steam Plant three phase 480 Vac bus supply, 120 Vac alternate supply line and 130 Vdc battery bank supply. Proposals offering UPS systems with internal batteries shall not be accepted and shall be rejected.
- UPS shall be designed for power plant applications, complying with these specifications and shall have a 15-20 years design life. UPS designed for use on data network centers, telecommunications and/or office applications shall not be considered and shall be rejected.
- General data of UPS systems with operating parameters different from the required on this specification shall be rejected. Data from European systems shall not be allowed, unless data is in compliance with the required US systems parameters.
- The Contractor shall furnish all labor and technical advisory services, tools, materials,

equipment, facilities, supervision, job administration, and superintendence required, as requested by PREPA and shall perform removal and installation works expeditiously and to the entire satisfaction of PREPA's representative.

- Bidders shall visit the site to inspect the area with the aid of PREPA representative, to learn about all the details of the scope of work, particularly those concerning about space available for UPS cabinets, location of existing equipment, actual layout of cable trays, electrical conduits, power cables run and circuit breakers.
- UPS systems shall be delivered within 180 consecutive days after order award.
- The removal, installation, start-up and placing in successful service of each UPS system shall be completed within sixty consecutive days from the commencement date. Installation works includes:
- o Replacement of 480 Vac Cables from emergency UPS
- o Replacement of 130 Vac Cables from emergency UPS
- o Installation of external electrical piping for UPS Cables
- o Training on UPS operation

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

921846 FAASt [New Raw Water Rank San Juan Power Plant, U. 7-10]

(San Juan Power Plant)

A. Units 7-10 New Raw Water Tank

Work to be Completed

The San Juan Power Plant needs to acquire a new Raw Water Tank for units 7 to 10. Work consists of removal of the existing steel raw water storage tank, the design and build of a new 173,000 gallons steel raw water storage tank (including interior and exterior coating application), instrumentation system for reading water levels, and improvements to the existing tank's concrete base. This work is important since PREPA will have a brand-new tank whose average useful life will be 20 years, the Power Plant will increase its water reservoirs for energy production by 15 percent, the risk of accidents due to structural failures in the existing tank will be eliminated, and the contamination by metal deposits around the water tanks will be reduced.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facilities Name: San Juan Power Plant

GPS Location:

Project Scopre of Work

The scope of work for the New Raw Water Tank of Units 7-10 at the San Juan Power Plant

will consist of the following:

- Demolition of the existing tank.
- Design and build of a new tank. The dimension of the new tank shall be like the existing (D=35 ft. H=24 ft.). The new tank shall be fitted with a spiral stairway, self-supported umbrella roof, top platform (10 ft. x 6 ft.), level indication, level transmitter, grounding, tank identification, fill control valve arrangement, Units 7&8 water supply isolation valve, Units 9&10 water supply isolation valve, tank drain isolation valve, etc.
- Tank design shall be based on the latest revision of API-650 and ASCE 7-16 code.
- A complete internal and external coating system shall be applied as per specifications.
- Contractor shall be responsible for all required rigging, safety, permits and the appropriate store of the coatings, grit blast material, and equipment.
- The project completion period shall be one hundred fifty (150) calendar days

Cost Estimate

The estimate includes materials, construction labor and equipment, engineering, permitting, management, and contingencies.

-Design and Build of New City Water Tank #1: \$1,000,000.00

DI# 921846 Work to Be Completed (WTBC): \$1,000,000.00

Scope Notes:

1. Work to Be Completed, please refer to: 667744-DR4339PR-Revised- PREPA SOW SJ-008 San Juan Power Plant Infrastructure projects.pdf (for costs see PDF page 20).

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request.

Cost

Code	Quantity	Unit	Total Cost	Section
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (FAAST Project 136271))	1.00	Lump Sum	\$471,247.00	Completed
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (FAAST Project 136271))	1.00	Lump Sum	\$250,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (Contract (FAAST Project 136271))	1.00	Lump Sum	\$1,000,000.00	Uncompleted

CRC Gross Cost	\$1,721,247.00
Total 406 HMP Cost	\$0.00
Total Insurance Reductions	\$0.00
	•
CRC Net Cost	\$1,721,247.00
CRC Net Cost Federal Share (90.00%)	\$1,721,247.00 \$1,549,122.30

Award Information

Version Information

Version	Eligibility	Current	Bundle Number	Project	Cost	Federal Share	Date
#	Status	Location		Amount	Share	Obligated	Obligated
0	Eligible	Awarded	PA-02-PR-4339-PW- 10608(11930)	\$1,721,247.00	90 %	\$1,549,122.30	6/15/2022

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount	
No Records					

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- The Subrecipient provided the estimate for this PW. FEMA validated the estimate and found it to be reasonable for the
 work to be performed.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any
 entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient
 agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal
 agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same
 purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/26/2022

No adjustments to be made to the previous insurance coverage determination, no revisions to narrative needed, updated applicant tracker if needed, providing administrative function and forwarding project for completion.

Jean-Carlo Echevarria, PA Insurance Specialist, CRC Atlantic, San Juan, PR

5/6/2022

GENERAL INFORMATION

Event: DR4339-PR

Project: SP 667744

Category of Work: Cat F - Utilities

Applicant: PR Electric Power Authority

Event Type: Hurricane / Hurricane Maria

Cause of Loss: Wind / Wind Driven Rain

Incident Period: 9/17/2017 to 11/15/2017

Total Public Assistance Amount: Repairs Amount \$1,721,247.00

COMMERCIAL INSURANCE INFORMATION

Does the applicant have a Commercial Policy that extends coverage for this facility: Yes

Policies Issued by: Willis Towers Watson, Multinational Insurance Company and Mapfre

Policy Numbers: Willis Towers Watson (B0804Q1966F17, B0804Q14312F17, B0804Q19673F17, B0804Q19672F17, B0804Q18529F17, B0804Q14312F17, B0804Q19674F17, B0804Q18411F17, B0804Q14310F17, B0804Q11038F17, B0804Q14507F17, B0804Q14312F17)

Mapfre Praico Insurance Company (1398178000644)

<u>Multinational Insurance Company</u> (88-CP-000307831-2, 88-CP-000318673-0, 88-CP-000318674-0, 88-CP-000318675-0, 88-CP-000318675-0, 88-CP-000318677-0)

Policy Period: From: 5/15/2017 To: 5/15/2018

Policy Limits: \$300,000,000.00

RCV or ACV: Replacement Cost Value

Deductible Amount \$25,000,000.00 each and every occurrence property damage and 30 days each and every occurrence business interruption in respect of Named Windstorm.

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

The amount of the deductible being funded in this project is \$0.00

The amount of the deductible previously funded in other projects is \$25,000,000.00

Final Insurance Settlement Status: Insurance proceeds for this project are anticipated

The amount of Anticipated Insurance Reduction applied for Project: \$0.00

NUMBER OF DAMAGED LOCATIONS INCLUDED IN THIS PROJECT: (3)

Damaged Inventory (DI) #921353:

FAASt [San Juan Auxiliary Infrastructure - Work Completed]

Location Description: San Juan Auxiliary Infrastructure

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$471,247.00

-

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility._

-

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

-

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Building, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Auxiliary Infrastructure - Work Completed] in the amount of \$371,524.00 (Repairs Amount \$471,247.00 – Uninsurable Items Amount \$99,723.00). Please see "SP667744-DR4339PR-FEMA Validation Summary" file.

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Damaged Inventory (DI) #921845:

FAASt [Repairs to Nautilus Water Treatment System San Juan Power Plant]

Location Description: Nautilus Water Treatment System

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$250,000.00

-

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated for the FAASt [Repairs to Nautilus Water Treatment System San Juan Power Plant] because facility does not meet the definition of building, equipment, contents, or vehicle.

Damaged Inventory (DI) #921846:

FAASt [New Raw Water Rank San Juan Power Plant, U. 7-10]

Location Description: New Raw Water Rank San Juan Power Plant, U. 7-10

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "San Juan Steam Plant"

SOV / Schedule Amount: \$647,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$1,000,000.00

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file._

Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated for the FAASt [New Raw Water Rank San Juan Power Plant, U. 7-10] because facility does not meet the definition of building, equipment, contents, or vehicle.

Insurance Proceeds Statement:

FEMA acknowledges that the Applicant is in negotiations with their insurance carrier at the time of the FEMA insurance review and might have received partial settlements. In accordance with 44 CFR §206.250-253, in the absence of an actual settlement, anticipated insurance recoveries will be deducted from this project based on Applicant's insurance policy limits. FEMA subsequently adjusts the eligible costs

based on the actual amount of insurance proceeds the Applicant receives after a final settlement.

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

- **A. Duplication of Benefits**. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.
- 1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
- 2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
- 3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

FEMA Policy 206-086-1

- H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:
- 1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.
- 2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:
- a. The amount of any deductible or self-insured retention the applicant assumed (i.e., "retained risk").

Obtain and Maintain Requirements:

44 CFR § 206.253 Insurance requirements for facilities damaged by disasters other than flood.

(a) Prior to approval of a Federal grant for the restoration of a facility and its contents which were damaged by a disaster other than flood, the recipient shall notify the Regional Administrator of any entitlement to insurance settlement or recovery for such facility and its contents. The Regional Administrator shall reduce the eligible costs by the actual amount of insurance proceeds relating to the eligible costs.

(b)

- (1) Assistance under section 406 of the Stafford Act will be approved only on the condition that the recipient obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster. The Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (2) Due to the high cost of insurance, some applicants may request to insure the damaged facilities under a blanket insurance policy covering all their facilities, an insurance pool arrangement, or some combination of these options. Such an arrangement may be accepted for other than flood damages. However, if the same facility is damaged in a similar future disaster, eligible costs will be reduced by the amount of eligible damage sustained on the previous disaster.
- (c) The Regional Administrator shall notify the recipient of the type and amount of insurance required. The recipient may request that the State Insurance Commissioner review the type and extent of insurance required to protect against future loss to a disaster-damaged facility, the Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (d) The requirements of section 311 of the Stafford Act are waived when eligible costs for an insurable facility do not exceed \$5,000.00. The Regional Administrator may establish a higher waiver amount based on hazard mitigation initiatives which reduce the risk of future damages by a disaster similar to the one which resulted in the major disaster declaration which is the basis for the application for disaster assistance.
- (e) The recipient shall provide assurances that the required insurance coverage will be maintained for the anticipated life of the restorative work or the insured facility, whichever is the lesser.
- (f) No assistance shall be provided under section 406 of the Stafford Act for any facility for which assistance was provided as a result of a

previous major disaster unless all insurance required by FEMA as a condition of the previous assistance has been obtained and maintained.

Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined.

FEMA Policy 206-086-1

F. Timeframes for Obtaining Insurance. FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

- 1. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
- 2. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

Jean-Carlo Echevarria, PA Insurance Specialist, CRC Atlantic, Guaynabo, PR

O&M Requirements

Insured Peril	Item Type	Description	Required Coverage Amount
Wind		An Obtain & Maintain Requirement is being required for Building, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt [San Juan Auxiliary Infrastructure - Work Completed] in the amount of \$371,524.00.	\$371,524.00

406 Mitigation

There is no additional mitigation information on FAASt [San Juan Power Plant - Auxiliary Infrastructure] (Generation).

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?



EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits

- and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) 1. Unusable equipment, debris, white goods, scrap metal any other material shall be disposed in approved manner and location. In the event significant items are discovered during the implementation or development of the project the Applicant shall handle, manage and dispose petroleum products, hazardous materials and toxic waste in accordance to the requirements of the local and federal agencies. Noncompliance with these requirements may jeopardize receipt of federal funds. 2. The Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR DNER guidelines at a permitted site or landfill. The contractor/applicant will be responsible for the proper disposition of construction debris in authorized landfills providing the name, location, coordinates and permits of the facility to the corresponding authorities.
- Executive Order 11988 Floodplains Applicant must obtain any required permits from the Planning Board prior to initiating work and comply with any conditions of the permit. All coordination (emails, letters, documented phone calls) pertaining to these activities and compliance must be provided and maintained in the Applicant's permanent files.

EHP Additional Info

There is no additional environmental historical preservation on **FAASt [San Juan Power Plant - Auxiliary Infrastructure] (Generation)**.

Final Reviews

Final Review

Reviewed By Soto Toro, Hildelix L.

Reviewed On 06/08/2022 12:54 PM AST

Review Comments

Project is ready for Recipient Review.

Recipient Review

Reviewed By Salgado, Gabriel

Reviewed On 06/08/2022 2:11 PM AST

Review Comments

Recipient review completed. Project is ready for Applicant Project Review.

Fixed Cost Offer

As a Public Assistance (PA) Subrecipient PR Electric Power Authority (000-UA2QU-00), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Applicant agrees to accept a permanent work subaward based on a Fixed Cost Offer in the amount of \$1,721,247.00 for subaward number 10608 under Disaster # 4339. The Applicant accepts responsibility for all costs above the Fixed Cost Offer.

The Applicant understands that by participating in this pilot program they will be reimbursed for allowable costs in accordance with 2 CFR Part 200, and the reimbursement will not exceed the Fixed Cost Offer. The Applicant also understands that by agreeing to this Fixed Cost Offer, they will not receive additional funding related to the facilities or sites

included in the subaward. The Applicant also acknowledges that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA Alternative Procedures Pilot Program Guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of federal funding.

Project Signatures

Signed By Nieves, Ezequiel

Signed On 06/08/2022

Attachment C

(Unredacted version submitted underseal)

Department of Homeland Security Federal Emergency Management Agency

General Info

Project # 673006 P/W # 10694 Project Type Specialized

Project Category F - Utilities Applicant PR Electric Power Authority (000-UA2QU-

00)

Project Title FAASt Costa Sur 002 -Infrastructure

projects (Generation) Event 4339DR-PR (4339DR)

Project Size Large Declaration Date 9/21/2017

Activity 3/21/2019 Incident Start Date 9/17/2017

Completion Date Large Declaration Date 9/17/2017

Incident End Date 11/15/2017

Process Step Obligated

Damage Description and Dimensions

The Disaster # 4339DR, which occurred between 09/17/2017 and 11/15/2017, caused:

Damage #1229775; FAASt Costa Sur Power Plant Caustic Soda & Acid Tanks Replacement (Generation)

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Caustic Soda & Acid Tanks Replacement Works Costa Sur Water Plant
- Facility Description: The Contractor is required to furnish all engineering, design, labor, materials, and equipment to manufacture and deliver four (4) 8,200 gallons stainless tanks to be used for storage and supply of sulfuric acid and caustic soda for the operations and maintenance of the Demin Water Treatment Plant of the Costa Sur Power Plant.
- Approx. Year Built: 1967
- GPS Latitude/Longitude:

General Damage Information:

- **Date Damaged:** 9/20/2017
- Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria

Damage #1229777; FAASt Costa Sur- Control Room Equipment & Hardware (Generation)

DDD for this facility codified in the 136271 - MEPA078 Puerto Rico Electrical Power Authority Island Wide FAASt Project.

General Facility Information:

- Facility Type: Power generation, transmission, and distribution facilities
- Facility: Costa Sur- Upgrade to Foxboro Simulation System
- Facility Description: South Coast steam plant have installed a high definition Simulator (Scheinner/Foxboro) to be used as the training center for the Operators of the unit's control room. This simulation system needs to be updated and upgraded to provide more reliable functions.
- Approx. Year Built: 1867
- GPS Latitude/Longitude:



General Damage Information:

■ Date Damaged: 9/20/2017

Cause of Damage: High winds & wind driven rain, caused by Cat 4 Hurricane Maria

Final Scope

1229775

FAASt Costa Sur Power Plant Caustic Soda & Acid Tanks Replacement Works Costa Sur Water Plant

Work to be Completed:

To improve the generation asset's reliability, increasing their availability, and provide continuous generation service to the People of Puerto Rico, it is crucial to keep these assets operational and in the best possible condition. Therefore, the prioritization of conservation, repairs, and retrofitting works projects is at the top priority list.

The Contractor is required to furnish all engineering, design, labor, materials, and equipment to manufacture and deliver four (4) 8,200 gallons stainless tanks to be used for storage and supply of sulfuric acid and caustic soda for the operations and maintenance of the Demin Water Treatment Plant of the Costa Sur Power Plant.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facility

Name: Costa Sur Power Plant Caustic Soda & Acid Tanks Replacement

GPS Location:

Project Scope of Work

The scope of work for Costa Sur Power Plant Caustic Soda & Acid Tanks Replacement will consist of the following:

- 1) Design and fabrication of four (4) 8,200 gallons 316L Stainless Steel tanks.
- 2) The dimensions for the tanks shall be:
 - a) Diameter 8'-0"
 - b) Length 22'-0"
 - c) Thickness 3/8"
- 3) The following accessories shall be design and manufacture with the tank:
 - a) One On2-1/2" Inlet

- b) One 4" Overflow
- c) One 2" Spare Plug Nozzle with Plug
- d) One 1-1/2" Nozzle
- e) One 2" Nozzle
- f) One 6" Spare Nozzle
- g) Two 4" Spare Nozzle
- h) One 4" Drain Nozzle
- i) One 2" Spare Nozzle with Plug
- j) One 24" Manhole
- k) Two 20" Pump Mounting Bases
- 4) Design and fabrication of a 316L SS Ladder
 - a) Width 1'-8" to 2'-3"
 - b) Length 15'-0"
- 5) Design and fabrication of a 316L SS Railings
 - a) Height 3'-6"
 - b) Length 60'-0"
- 6) Design and fabrication of a 316L SS Tank Bases
 - a) Height 2'-4"
 - b) Width 0'- 11"
 - c) Thickness 0'-1/2"

Cost Estimate:

Cost Type

Procurement & Delivery \$750,000.00

DI# 1229775 Work to Be Completed (WTBC): \$750,000.00

Total Project Cost (All DI's): \$1,250,000.00

Project Notes:

- 1. For Environmental & Historical Preservation (EHP) requirements, details, and supporting documentation please refer to document labeled: EHP Checklist Costa Sur Final.pdf.
- 2. Please see below general information and a brief description of the SOW for each additional generation project in the same facility: Costa Sur Power Plant, as required by EHP:

Project#-[672950] FAASt [FAAST Costa Sur Power Plant Permanent Repairs CS-001] (Generation)

<u>D#1229667 FAASt [Procurement of Water Heater 5 (Deaerator) Pump]</u>

The scope of work consists of:

- Purchase and install one deaerator pump for both units 5 & 6.

<u>D#1229668 FAASt [Procurement of Induced Draft Fan (IDF) and Forced Draft Fan (FDF) Motors for Units 5 and 6]</u> The scope of work consists of:

- Purchase two motors: one for the IDF (4500hp) and one for the FDF (1750hp)

D#1229669 FAASt [Condensate Pump (CP) Motor, Costa Sur Power Plant - units 5 & 6]

The scope of work consists of:

- Acquisition of one (1) Condensate Pump Motor (500hp) to be storage as spare part to avoid units forced outages and/or load limitations.

D#1229670 FAASt [AGC Replacement Project Costa Sur Unit 5 & 6]

The scope of work consists of:

- Purchase and install two AGC's for a proper load regulation of units 5 & 6. The systems will be installed by August 2022

D#1229671 FAASt [Natural Gas Igniters for Costa Sur Units 5 and 6]

The scope of work consists of:

- 40* local gas trains for igniters, each including manual isolation valve, pneumatically actuated automatic double-block safety vent valve, assembled as piping spool with factory-wired junction box.
- 40* sidewall horn igniters, natural gas, 12mmBtu/hr each, including stationary high energy spark system with replaceable spark tip, spark cable and spark exciter.
- 40* flexible metal hoses for gas igniters.
- 40* UV/IR flame scanners with cable and power supply.
- 1 BMS narrative operating sequence. Does not include BMS logic diagrams.
- Engineering evaluation of igniter and scanner air fans for capacity.
- On-site technical field advisory services, including guidance during construction, start-up, combustion tuning, and commissioning, are offered on per diem basis.

*(24 each Unit 5 and 16 each Unit 6)

D#1229672 FAASt [Travelling Screens Replacement, Costa Sur Power Plant - Units 5 & 6]

The scope of work consists of:

- Removal and replacement of five (5) galvanized steel Travelling Screens, with its auxiliary equipment of the Power Plant's sea water intake for the cooling of units 5 and 6 condensers.
- The work shall include an infrastructure to protect the fish and other marine life, in compliance with Section 316 (b) of the Clean Water Act.

<u>D#1229673 FAASt [Procurement and Replacement of Regulator Valves for Boiler Feed Water Units 5 & 6]</u> The scope of work consists of:

- Replace the regulators in units 5 & 6 by new ones built with the latest valves technology and material selection. D#1229674 FAASt [Low Pressure Water Heater 3 Repair Work, Costa Sur Power Plant – Unit 6]

The scope of work consists of:

- Replace the tubes of the feed water heater #3 of unit 6, including design, manufacture, delivery and installation.

D#1229675 FAASt [Procurement, delivery, installation and comissioning of hot and cold section basket and other components of the Air Pre-heater of unit 5 Central Costa Sur]

The scope of work consists of:

- Purchase of Basket sets, Air Preheater Hot end
- Purchase of Baskets sets, Air Preheater- Cold end
- Purchase of Axial, Radial, By pass seals and Rotor seals. Purchase of bolts and nuts required for the replacement procedure.
- Removal of the damaged baskets of the air preheater of unit 5 of South Coast and install the baskets described in the project 50. The installation includes the repair of the drum casing, replacement of the seals (circumferential, radial, and axial seals), adjustment of the sector plates. The contractor shall provide all the necessary equipment (cranes, welding machines, pulleys, scaffolds, etc.), manpower including supervision and labor and consumable materials (welding rods, bolts, etc.) to make the replacement. PREPA shall provide the dumpsters and transportation to dispose the baskets to be removed in the industrial landfill.

D#1229677 FAASt [Purchase of motor for BCWP and CCWP of units 5 and 6 of Central Costa Sur]

The scope of work consists of:

- Purchase and delivery of a 700 Horsepower vertical motor for the Boiler Circulating Water pumps.
- Purchase and delivery of a 1000 horsepower vertical motor for the Condenser Circulating Water pumps.
- Removal and replacement of existing motor with new motor for BCWP
- Removal and replacement of existing motor with new motor for CCWP

D#1229678 FAASt [Purchase and installation of Load Center 5 - 2 in Unit 5 Turbine]

The scope of work consists of:

- Purchase and delivery of Auxiliary Systems Load center for turbine
- Purchase and delivery of breakers for turbine
- Replace and install new equipment
- Handling and disposal of removed equipment and components.

<u>D#1229679 FAASt [Costa Sur Power Plant - Units 5 & 6 Excitation System Upgrade]</u>

The scope of work consists of:

- Design, manufacturing, supply, erection, testing and commissioning of Automatic Excitation Systems for units 5 and 6 in Costa Sur Power Plant.
- Model Cutler-Hammer WDR2000 will be upgraded to Model DECS-2100 in both Costa Sur units 5 and 6.
- Manufacture and delivery of one (1) Full Forcing Rectifier Duty Rated Excitation Power Transformer.
- Basler will be in charge of the Excitation Control equipment and installation, and Engineering Services International Inc. will supply and install bus taps, bus runs, power cables and control wires, to and from the Excitation Control equipment.

<u>D#1229680 FAASt [4160V Electric Cable, Costa Sur Power Plant – Unit 5]</u>

The scope of work consists of:

- Acquisition, delivery and installation of 6000 ft. of special construction electrical cable (1500Kcmil Insulation XLPE 5kv).
- The delivery time is about 4 months for the cables, and the installation time is 6 weeks.

<u>D#1229681 FAASt [Costa Sur Power Plant Unit 5 - HP IP LP Turbine Rotor Replacement]</u>

The scope of work consists of:

- Inspect and refurbish the spare turbine rotors and their stationary parts (diaphragms), previously removed from unit 6 in 2020 after 10 years of use, in order to install them in the turbine of unit 5 during the programmed outage on October 2022. The project will cover HP/IP rotor, LPA rotor and the LPB rotor that was damaged on August 22, 2021. The rotor's inspections will be performed in the United States and a recommendation report will be submitted for PREPA's staff evaluation. After the evaluation of the recommendations and the proper procurement procedure, a refurbish process of about 4 months will be initiated. The refurbishing process will include a high-speed balance of the three rotors. The rotors and diaphragms will be shipped to the plant and properly stored at the facility.

<u>D#1229682 FAASt [Costa Sur Unit 5 Boiler Sections Replacement, Repairs & Auxiliary Equipment Repairs]</u> The scope of work consists of:

- Services and materials purchase for the following tasks:
 - Hvdrostatic testing
 - o Internal chemical cleaning
 - o External Boiler Wash
 - Soot blower
 - o Burners Repair Works
 - o Repair of control valves
 - Nondestructive testing of high energy piping
 - o Hanger's inspections
 - o Fuel lines repairs
 - o Boiler assessment
 - Forced Air Draft fans repairs
 - o Induced Draft fan repairs
 - $\circ \ \ \text{Boiler Circulating Water Pumps repairs}$
 - o Ducts repair
 - o Insulation works to be performed
 - o Scaffolds installation for repairs

- Repair of motorized and manual line valves
- Miscellaneous equipment repair

D#1229683 FAASt [Water Heater 6 Replacement Work, Costa Sur Power Plant – Unit 5]

The scope of work consists of:

Design, manufacture, delivery and unload one (1) new High Pressure Feedwater Heater 6.

D#1229684 FAASt [Costa Sur Power Plant Unit 6 - HP/IP/LP Repairs (Failure)]

The scope of work consists of:

Repair the turbine LPB rotor (Lower Pressure Turbine Rotor Segment B) and their stationary parts (diaphragms) that were removed from unit 6 on the outage of October 2020. The repairs will include nondestructive tests. The rotor and diaphragms will be shipped from the plant to a shop in EUA for . Thrust bearing inspection, oil flushing, boroscopic inspection and bump check procedure will be performed on these rotors to ensure proper operation.

<u>D#1229685 FAASt Costa Sur Power Plant Permanent Repairs Inner Barrel Bundle</u>]

The scope of work consists of:

- Contractor shall design, drafting, manufacture and delivery one (1) Inner Barrel Assembly for the 9BB pump of unit 5 or 6 at Costa Sur Power Plant.
- Manufacture includes: shaft, impellers, rings, bushings, inlet guide, diffusers, diaphragms, and miscellaneous barrel assembly hardware.

D#1229686 FAASt [Costa Sur Power Plant Permanent Repairs]

The scope of work consists of:

- Reassembly of Thrust bearing, Generator H2 seals, installation of LPA Hood, spare LPB and crossovers.
- Line Boring.
- Bearings and Seals Inspections.
- Spare LPB Rotor and Diaphragm Repairs.
- Supply and installation of Conventional Packing Rings, Strips and its hardware.
- Vortex Shredder Tip Seals, as an option.

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request related to Generation Units

1229777 FAASt Costa Sur- Costa Sur- Upgrade to Foxboro Simulation System

Work to be completed

To improve the generation asset's reliability, increasing their availability, and provide continuous generation service to the People of Puerto Rico, it is crucial to keep these assets operational and in the best possible condition. Therefore, the prioritization of conservation, repairs, and retrofitting works projects is at the top priority list.

South Coast steam plant have installed a high definition Simulator (Scheinner/Foxboro) to be used as the training center for the Operators of the unit's control room. This simulation system needs to be updated and upgraded to provide more reliable functions.

Introduction

The purpose of this document is to present and update a Project Scope of Work (SOW) with Cost Estimates to be submitted to COR3 and FEMA for projects under DR-4339-PR Public Assistance. The completed document will be reviewed by COR3 and FEMA to create and version a specific project worksheet and post fixed-cost estimates to repair, restore, or replace eligible facilities including Section 406 hazard mitigation for a specific project.

Puerto Rico Electric Power Authority (PREPA) is the agency that provides the electric service to the entire island of Puerto Rico. As such, the facilities, sites, and systems identified in this Scope of Work are eligible as critical services facilities as defined in the PAAP (Section 428) and BBA 2018 guidance documents. Additional details may be found in Sections 3 and 4, respectively.

Facilities

Name: Costa Sur Control Room

GPS Location:

Project Scope of Work

South Coast steam plant have installed a high definition Simulator (Scheinner/Foxboro) for the Operators of the unit's control room.

With the simulator many abnormal operations and scenarios can be reproduced to allow the operator to develop his skills in the Distributed Control System (DCS), Burner Management System (BMS) and the Reverse Osmosis Demi Plant. This tool is very important in the industry and contributes to a reliable and continuous operation. During the past three years many controls and processes have been added to these systems and it is required to update the Simulator. Important changes like the Turbine Water Induction for the turbine protection should be incorporated to assure a proper operation. Thus, the scope of this project is to make an upgrade of the simulator to include the new control systems added to the DCS, BMS and RO Demi plant.

The benefit of this upgrade will be to provide a more reliable operation of the generating units.

Cost Estimate

Cost Type

Equipment, hardware and software purchase and installation \$500,000.00

DI# 1229777 Work to Be Completed (WTBC): \$500,000.00

406 HMP Scope

There is no feasible Hazard Mitigation opportunity identified for this Project. This Project is part of PREPA Immediate Works request for Generation Units.

Cost

Code	Quantity	Unit	Total Cost	Section
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt 136271)))	1.00	Lump Sum	\$750,000.00	Uncompleted
9201 (PAAP Fixed Estimate (No Value - Tracking Purposes Only))	1.00	Lump Sum	\$0.00	Completed
9001 (9001 (Contract (FAASt 136271)))	1.00	Lump Sum	\$500,000.00	Uncompleted

CRC Gross Cost	\$1,250,000.00
Total 406 HMP Cost	\$0.00
Total Insurance Reductions	\$0.00
CRC Net Cost	\$1,250,000.00
CRC Net Cost Federal Share (90.00%)	\$1,250,000.00 \$1,125,000.00

Award Information

Version Information

Version	Eligibility	Current	Bundle Number	Project	Cost	Federal Share	Date
#	Status	Location		Amount	Share	Obligated	Obligated
0	Eligible	Awarded	PA-02-PR-4339-PW- 10694(11989)	\$1,250,000.00	90 %	\$1,125,000.00	6/24/2022

Drawdown History

EMMIE Drawdown Status As of Date	Obligation Number	Expenditure Number	Expended Date	Expended Amount			
	No Records						

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- The Subrecipient provided the estimate for this PW. FEMA validated the estimate and found it to be reasonable for the work to be performed.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any
 entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient
 agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal
 agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same
 purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

5/26/2022

GENERAL INFORMATION

Event: DR4339-PR

Project: SP 673006

Category of Work: Cat F - Utilities

Applicant: PR Electric Power Authority

Event Type: Hurricane / Hurricane Maria

Cause of Loss: Wind / Wind Driven Rain

Incident Period: 9/17/2017 to 11/15/2017

Total Public Assistance Amount: Repairs Amount \$1,250,000.00

COMMERCIAL INSURANCE INFORMATION

Does the applicant have a Commercial Policy that extends coverage for this facility: Yes

Policies Issued by: Willis Towers Watson, Multinational Insurance Company and Mapfre

Policy Numbers: Willis Towers Watson (B0804Q1966F17, B0804Q14312F17, B0804Q19673F17, B0804Q19672F17, B0804Q18529F17, B0804Q14312F17, B0804Q19674F17, B0804Q18411F17, B0804Q14310F17, B0804Q11038F17, B0804Q14507F17, B0804Q14312F17)

Mapfre Praico Insurance Company (1398178000644)

<u>Multinational Insurance Company</u> (88-CP-000307831-2, 88-CP-000318673-0, 88-CP-000318674-0, 88-CP-000318675-0, 88-CP-000318676-0, 88-CP-000318677-0)

Policy Period: From: 5/15/2017 To: 5/15/2018

Policy Limits: \$300,000,000.00

RCV or ACV: Replacement Cost Value

Deductible Amount \$25,000,000.00 each and every occurrence property damage and 30 days each and every occurrence business interruption in respect of Named Windstorm.

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

The amount of the deductible being funded in this project is \$0.00

The amount of the deductible previously funded in other projects is \$25,000,000.00

Final Insurance Settlement Status: Insurance proceeds for this project are anticipated

The amount of Anticipated Insurance Reduction applied for Project: \$0.00

NUMBER OF DAMAGED LOCATIONS INCLUDED IN THIS PROJECT: (2)

Damaged Inventory (DI) #1229775:

FAASt Costa Sur Power Plant Caustic Soda & Acid Tanks Replacement (Generation)

Location Description: Caustic Soda & Acid Tanks Replacement Works Costa Sur Water Plant

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "Costa Sur Steam Plant"

SOV / Schedule Amount: \$1,350,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$750,000.00

-

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility._

-

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

-

Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated for the FAASt Costa Sur Power Plant Caustic Soda & Acid Tanks Replacement (Generation) because facility does not meet the definition of building, equipment, contents, or vehicle.

Damaged Inventory (DI) #1229777:

FAASt Costa Sur- Control Room Equipment & Hardware (Generation)

Location Description: Costa Sur- Upgrade to Foxboro Simulation System

GPS Coordinates:

Cause of Loss: Wind / Wind Driven Rain

SOV / Schedule #: "Costa Sur Steam Plant"

SOV / Schedule Amount: \$1,350,000,000.00

Applicable Deductible Amount: \$25,000,000.00

Damage Inventory Amount: Repairs Amount \$500,000.00

-

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

-

Reduction(s):

No insurance reduction will be applied to this project. An anticipated insurance reduction of \$193,746,436.00 was applied to FAAST project # 136271 for anticipated insurance proceeds for Hurricane Maria losses. For ease of reference, please see table of insurance allocations: "PREPA Allocation Plan – All Disasters" file.

Obtain and Maintain Requirement:

An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt Costa Sur- Control Room Equipment & Hardware (Generation) in the amount of \$500,000.00.

-

Insurance Proceeds Statement:

FEMA acknowledges that the Applicant is in negotiations with their insurance carrier at the time of the FEMA insurance review and might have received partial settlements. In accordance with 44 CFR §206.250-253, in the absence of an actual settlement, anticipated insurance recoveries will be deducted from this project based on Applicant's insurance policy limits. FEMA subsequently adjusts the eligible costs based on the actual amount of insurance proceeds the Applicant receives after a final settlement.

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

- **A. Duplication of Benefits.** FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.
- 1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
- 2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
- 3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

FEMA Policy 206-086-1

- H. Subsequent Assistance. When a facility that received assistance is damaged by the same hazard in a subsequent disaster:
- 1. If the applicant failed to maintain the required insurance from the previous disaster, then the facility is not eligible for assistance in any subsequent disaster.
- 2. Upon proof that the applicant maintained its required insurance, FEMA will reduce assistance in the subsequent disaster by the amount of insurance required in the previous disaster regardless of:
- a. The amount of any deductible or self-insured retention the applicant assumed (i.e., "retained risk").

Obtain and Maintain Requirements:

44 CFR § 206.253 Insurance requirements for facilities damaged by disasters other than flood.

(a) Prior to approval of a Federal grant for the restoration of a facility and its contents which were damaged by a disaster other than flood, the recipient shall notify the Regional Administrator of any entitlement to insurance settlement or recovery for such facility and its contents. The Regional Administrator shall reduce the eligible costs by the actual amount of insurance proceeds relating to the eligible costs.

(b)

- (1) Assistance under section 406 of the Stafford Act will be approved only on the condition that the recipient obtain and maintain such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazard which caused the major disaster. The extent of insurance to be required will be based on the eligible damage that was incurred to the damaged facility as a result of the major disaster. The Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (2) Due to the high cost of insurance, some applicants may request to insure the damaged facilities under a blanket insurance policy covering all their facilities, an insurance pool arrangement, or some combination of these options. Such an arrangement may be accepted

for other than flood damages. However, if the same facility is damaged in a similar future disaster, eligible costs will be reduced by the amount of eligible damage sustained on the previous disaster.

- (c) The Regional Administrator shall notify the recipient of the type and amount of insurance required. The recipient may request that the State Insurance Commissioner review the type and extent of insurance required to protect against future loss to a disaster-damaged facility, the Regional Administrator shall not require greater types and extent of insurance than are certified as reasonable by the State Insurance Commissioner.
- (d) The requirements of section 311 of the Stafford Act are waived when eligible costs for an insurable facility do not exceed \$5,000.00. The Regional Administrator may establish a higher waiver amount based on hazard mitigation initiatives which reduce the risk of future damages by a disaster similar to the one which resulted in the major disaster declaration which is the basis for the application for disaster assistance.
- (e) The recipient shall provide assurances that the required insurance coverage will be maintained for the anticipated life of the restorative work or the insured facility, whichever is the lesser.
- (f) No assistance shall be provided under section 406 of the Stafford Act for any facility for which assistance was provided as a result of a previous major disaster unless all insurance required by FEMA as a condition of the previous assistance has been obtained and maintained.

Final Obtain and Maintain requirement amount will be determined during the closeout process after the final actual eligible costs to repair or replace the insurable facility have been determined.

FEMA Policy 206-086-1

F. Timeframes for Obtaining Insurance. FEMA will only approve assistance under the condition that an applicant obtains and maintains the required insurance.

The applicant must document its commitment to comply with the insurance requirement with proof of insurance.

If an applicant cannot insure a facility prior to grant approval (for example, if a building is being reconstructed), the applicant may provide a letter of commitment stating that they agree to the insurance requirement and will obtain the types and extent of insurance required, followed at a later date by proof of insurance once it is obtained. In these cases, the applicant should insure the property:

- 1. When the applicant resumes use of or legal responsibility for the property (for example, per terms of construction contract or at beneficial use of the property); or
- 2. When the scope of work is complete.

FEMA and the recipient will verify proof of insurance prior to grant closeout to ensure the applicant has complied with the insurance requirement.

An applicant should notify FEMA—in writing through the recipient—of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

Jean-Carlo Echevarria, PA Insurance Specialist, CRC Atlantic, Guaynabo, PR

O&M Requirements

Insured Peril	Item Type	Description	Required Coverage Amount
Wind	Equipment	An Obtain & Maintain Requirement is being required for Equipment, for the peril of Wind (all wind associated losses including "wind driven rain" for the FAASt Costa Sur- Control Room Equipment & Hardware (Generation) in the amount of \$500,000.00.	\$500,000.00

406 Mitigation

There is no additional mitigation information on **FAASt Costa Sur 002 -Infrastructure projects (Generation)**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?



EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to
 comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits
 and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- Executive Order 11988 Floodplains Applicant must obtain any required permits from the Planning Board prior to initiating
 work and comply with any conditions of the permit. All coordination (emails, letters, documented phone calls) pertaining to
 these activities and compliance must be provided and maintained in the Applicant's permanent files.
- Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) 1. The Applicant shall handle, manage, and dispose of all types of hazardous waste in accordance with requirements of local, state, and federal laws, regulations, and ordinances. In addition, the Applicant shall ensure that all debris is separated and disposed of in a manner consistent with the PR DNER guidelines at a permitted site or landfill. The contractor/applicant will be responsible for the proper disposition of construction debris in authorized landfills providing the name, location, coordinates and permits of the facility to the corresponding authorities. 2. Unusable equipment, debris, white goods, scrap metal any other material shall be disposed in approved manner and location. In the event significant items are discovered during the implementation or development of the project the Applicant shall handle, manage and dispose petroleum products, hazardous materials and toxic waste in accordance to the requirements of the local and federal agencies. Noncompliance with these requirements may jeopardize receipt of federal funds.

EHP Additional Info

There is no additional environmental historical preservation on **FAASt Costa Sur 002 -Infrastructure projects (Generation)**.

Date Downloaded: 6/28/22 3:30pm AST

Final Reviews

Final Review

Reviewed By Soto Toro, Hildelix L.

Reviewed On 06/15/2022 3:31 PM AST

Review Comments

FEMA Final Review Completed. Project is ready for Recipient Review.

Recipient Review

Reviewed By Salgado, Gabriel

Reviewed On 06/15/2022 3:34 PM AST

Review Comments

Recipient review completed. Project is ready for Applicant Review.

Fixed Cost Offer

As a Public Assistance (PA) Subrecipient PR Electric Power Authority (000-UA2QU-00), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Applicant agrees to accept a permanent work subaward based on a Fixed Cost Offer in the amount of \$1,250,000.00 for subaward number 10694 under Disaster # 4339. The Applicant accepts responsibility for all costs above the Fixed Cost Offer.

The Applicant understands that by participating in this pilot program they will be reimbursed for allowable costs in accordance with 2 CFR Part 200, and the reimbursement will not exceed the Fixed Cost Offer. The Applicant also understands that by agreeing to this Fixed Cost Offer, they will not receive additional funding related to the facilities or sites included in the subaward. The Applicant also acknowledges that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA Alternative Procedures Pilot Program Guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of federal funding.

Project Signatures

Signed By Nieves, Ezequiel

Signed On 06/15/2022

Attachment D



PUERTO RICO ELECTRIC POWER AUTHORITY

Contract:

00079159

Release :

Executed:

Printed: 10/10/2017

Page

1

Mail Invoice To:

Vendor:

INTERNATIONAL COOLING TOWER USA, INC.

4460 HWY225

SUITE 180

DEER PARK TX 77536

Please Direct Inquiries to:

JUAN R. RIVERA-NIEVES JRIVERA14258@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-1359

Ext:

Fax :

Work Location:

Title: REPARACION COOLING TOWER 3 & 4 PALO SECO MR-SJ-GN-0295

Total Value :

\$1,358,250.00 USD

** NOT TO EXCEED **

Pricing Method: FIXED

Contract Type : SERVICES

Start Date: 10/13/2017

Project

End Date :

Vendor Authorized Signature

Printed Name/Title

10-12-2017

Authorized Signature

Printed Name/Title

Phone

Date Signed

787-521-3268

Phone

Terms and Conditions - Text at End

Fac

Standard

Rev S/P Text Title

PH000001

Date Signed

004 S Y EQUAL OPPORTUNITY

PH000002

005 S Y COMPLIANCE WITH LAWS.



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Fac	Standard	Rev	s/P	Text	Title
	PH000004	005	s	Y	INFRINGEMENT
	PH000006	016	s	Y	CLAUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDE
	рн000007	004	S	Y	APPLICABLE LAW
	PH000011	006	ទ ន	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	់ ន	Y	NONWAIVER.
	РН000040	007	s	Y	RELATIONSHIP OF THE PARTIES.
	PH000057	005	S 5	Y	TERMINATION
	PH000082	002	2 8	Y	ANTI-KICKBACK

Scope of Work

ORDEN DE SERVICIO, MATERIALES Y EQUIPOS

MR-SJ-GN-0192 CONTRATO DE EMERGENCIA HURACAN MARIA

SERVICIOS A REQUERIMIENTO PARA REPARACIÓN COOLING 3 & 4 PALO SECO MR-SJ-GN-0295

SE ADJUDICA ESTA ORDEN DE ACUERDO A NUESTRAS ESPECIFICACIONES, TERMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR LA COMPAÑÍA CON LA PROPUESTA IPR-17-013 REV.1 .

SE REQUIERE AL CONTRATISTA UN CERTIFICADO DE SEGURO FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LAS SIGUIENTES CUBIERTAS, EN ORIGINAL:

- A) SEGURO COMPENSACION PARA ACCIDENTES EN EL TRABAJO F.S.E.
- B) SEGURO DE RESPONSABILIDAD PATRONAL.
- 1) LÍMITE DE \$1,000,000 POR PERSONA EN EL CASO DE LESIONES CORPORALES Y
- \$1,000,000 POR ACCIDENTE.
- C) SEGURO COMPRENSIVO DE RESPONSABILIDAD GENERAL.
- 1) LÍMITE DE \$1,000,000 POR OCURRENCIA Y DE \$1,000,000 AGREGADO QUE



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INCLUYA CUBIERTA DE OPERACIONES COMPLETADAS Y PRODUCTOS.

- D) SEGURO COMPRENSIVO DE RESPONSABILIDAD AUTOMÓVIL.
- 1) \$1,000,000 LÍMITE SENCILLO COMBINADO.

ADICIONAL SE SOLICITA LO SIGUIENTE:

- FIANZA DE PAGO DE UN 100% DEL TOTAL DE LA ORDEN. A)
- FIANZA DE EJECUCIÓN DE UN 100% DEL TOTAL DE LA ORDEN. B)

INFORMACION DE PERSONA CONTACTO:

JAIME UMPIERRE, JEFE DIVISIÓN INGENIERÍA Y SERVICIOS TÉCNICOS TEL. 787-521-5185

E-MAIL: JUMPIERRE9436@AEEPR.COM

COMPRADOR:

JUAN RIVERA NIEVES SUPERVISOR DE COMPRAS PRINCIPAL TEL. 787-521-1359

E-MAIL: JRIVERA14258@AEEPR.COM

SUPLIDOR: ICT INTERNATIONAL COOLING TOWER

TEL. 832-780-4900

4460 HIGHWAY 225, SUITE 180

DEER PARK, TX 77536

LUGAR DE TRABAJO:

UNIDAD 3 & 4 COOLING TOWER REPLACEMENT- HURRICAN DAMAGED

PREPA- PALO SECO STEAM PANT

CARR. #165 2050

TOABAJA, PUERTO RICO

CONTACTO EN PLANTA:

HECTOR CAÑON, JEFE SUBDIVISIÓN PALO SECO STEAM PLANT

SCOPE OF WORK

DEMOLITION OF EXISTING COOLING TOWER AND PROVIDE A NEW (4) CELL FRP COUNTERFLOW COOLING TOWER.

THE NEW TOWER WILL COOL 18,000 GPM OF WATER FROM 100.0°F TO 85.0°F, AT AN INLET WET BULB TEMPERATURE OF 80.0°F, USING 60 HP MOTORS.

COOLING TOWER DESCRIPTION

ICT COOLING TOWER MODEL NUMBER: CF6520-5-16-2



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B. NUMBER OF CELLS: 4

C. CELL DIMENSIONS: 35'L X 30'W X 20'H

D. TOWER DIMENSIONS: 140'L X 30'W X 20'H

ITEM 1: DEMOLITION OF EXISTING TOWER

A. EXISTING COOLING TOWER WILL BE CUT DOWN AND PLACED IN 40 CUYD BINS

B. SALVAGING EXISTING FRP STAIRWAY TO REUSE

C. BINS WILL BE SUPPLIED AND EMPTIED BY PREPA

ITEM 2: TOWER STRUCTURE

ENGINEER, FURNISH AND INSTALL:

- A. 3" X 3" FRP SQUARE TUBE POSTS ON 6' CENTERS, BASED ON BOTTOM POSTS EXTENDED 6' BELOW THE TOP OF THE COLD WATER BASIN CURB
- B. 4" FRP CHANNEL TRANSVERSE AND LONGITUDINAL TIES ON 6' ELEVATIONS
- C. 6" RP CHANNEL TRANSVERSE TIE/FILL SUB-SUPPORTS AND LONGITUDINAL TIE/FILL SUPPORTS
- D. 3" X 3" FRP SQUARE TUBE TRANSVERSE AND LONGITUDINAL BRACING WITH FIBERGLASS AND 316 STAINLESS STEEL BRACE JOINT PLATES
- E. 316 STAINLESS STEEL ANCHOR CLIPS AT ALL BOTTOM BRACES AND PERIMETER POSTS AS REQUIRED PER ENGINEERING CALCULATIONS
- F. 316 STAINLESS STEEL EPOXY SET ANCHOR BOLTS INSTALLED INTO EXISTING CONCRETE BASIN
- G. 316 STAINLESS STEEL HARDWARE

ITEM 3: FAN DECK

ENGINEER, FURNISH AND INSTALL:

- A. 1 1/8" X 24" WIDE FRP DECK PANELS WITH NON-SLIP GRIT
- B. 12 OZ., 6" X 6" FIRE RETARDANT FRP CORNER ROLL PERIMETER SEALERS
- C. 6" FRP CHANNEL TRANSVERSE JOIST SUPPORTS
- D. 6" FRP CHANNEL LONGITUDINAL BOLTED JOISTS
- E. (2) 6" MID-BAY I-BEAM LONGITUDINAL JOISTS
- F. 2" FRP SQUARE TUBE BOLTED HAND AND KNEE RAILS AROUND PERIMETER OF FAN DECK
- G. 4" FRP CHANNEL TOE BOARDS

ITEM 4: CASING

ENGINEER, FURNISH AND INSTALL:

- A. 12 OZ., 4.2" CORRUGATED FIRE RETARDANT FRP CASING PANELS
- B. 12 OZ., 6" X 6" FIRE RETARDANT FRP CORNER ROLLS

ITEM 5: FILL SYSTEM

ENGINEER, FURNISH AND INSTALL:

- C. (2) 24" BOTTOM LAYERS OF OFFSET FLUTE FILM FILL, 15 MIL
- D. (2) 12" TOP LAYERS OF OFFSET FLUTE FILM FILL, 15 MIL
- E. 6" FRP I-BEAM MID-BAY SUPPORTS



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F. 12 OZ., 6" X 6" FIRE RETARDANT FRP CORNER ROLL PERIMETER SEALERS

ITEM 6: DRIFT ELIMINATORS

ENGINEER, FURNISH AND INSTALL:

- A. 12" X 6' CELLULAR (3) PASS PVC DRIFT ELIMINATORS WITH 0.001% DRIFT RATING OF CIRCULATING FLOW
- B. 4" FRP I-BEAM MID-BAY SUPPORTS
- C. 12 OZ., 6" X 6" FIRE RETARDANT FRP CORNER ROLL PERIMETER SEALERS

ITEM 7: PARTITION WALLS AND END WALLS

ENGINEER, FURNISH AND INSTALL:

- A. 12 OZ., 4.2" CORRUGATED FIRE RETARDANT FRP PARTITION WALL PANELS
- B. NOTE: PARTITION WALLS WILL EXTEND FROM FAN DECK TO 1' BELOW TOP OF CURB
- C. NOTE: PANELS IN PERIMETER BAY BELOW FILL WILL BE REMOVED TO REDUCE SPLASH OUT

ITEM 8: WIND WALLS

ENGINEER, FURNISH AND INSTALL:

- A. 12 OZ., 4.2" CORRUGATED FIRE RETARDANT FRP WIND WALL PANELS
- B. NOTE: WIND WALLS WILL BE INSTALLED FROM BOTTOM OF FILL TO 1' BELOW THE TOP OF THE COLD WATER BASIN CURB

ITEM 9: PLENUM ACCESS

ENGINEER, FURNISH AND INSTALL:

- A. (1) 33" X 32" FAN DECK ACCESS HATCH ON EACH CELL
- B. 22" WIDE FRP ACCESS LADDER FROM FAN DECK ACCESS HATCH TO TOP OF FILL
- C. 48" WIDE X 6' LONG ACCESS LANDING AT TOP OF DRIFT ELIMINATOR LEVEL WITH 6" FRP CHANNEL SUPPORTS

ITEM 10: DISTRIBUTION SYSTEM

ENGINEER, FURNISH AND INSTALL:

- A. Ø16" FIRE RETARDANT FRP HEADER PIPE WITH STANDARD DRILL FLANGE, 1' FROM CENTER OF PERIMETER POST AND CLEAN OUT PLUG AT BOTTOM OF TERMINAL END
- B. 6" FRP CHANNEL HEADER SUPPORTS WITH 3" FILLER BLOCKS AND SADDLE WEDGES
- C. 4" SCH. 40 PVC VENT PIPE AT TERMINAL END OF HEADER
- D. 316 STAINLESS STEEL HEADER HOLD DOWN STRAPS, (2) PER CELL
- E. 4" DIAMETER SCH. 40 PVC LATERALS ON 3' CENTERS INCLUDING REMOVABLE END PLUG FOR CLEANING
- F. HD NOZZLES ON 3' X 3' CENTERS
- G. NOTE: PREPA TO SUPPLY AND INSTALL RISERS TO INCLUDE A SINGLE RUBBER EXPANSION JOINT AT RISER TO HEADER FLANGE CONNECTION. RISERS TO MATCH ICT'S HEADER PIPE FLANGE CENTER LINE



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H. NOTE: HARDWARE AT HEADER FLANGE TO RISER FLANGE CONNECTION TO BE SUPPLIED AND INSTALLED BY PREPA

I. NOTE: HEADER PIPE AND LATERALS PIPES WILL BE SIZED TO HANDLE 100% OF THE DESIGN FLOW. NOZZLE ORIFICES WILL BE DESIGNED FOR OPTIMAL PERFORMANCE BASED ON 100% DESIGN FLOW.

ITEM 11: MECHANICAL EQUIPMENT

ENGINEER, FURNISH AND INSTALL:

- A. Ø20' 6-BLADED FRP FANS
- B. Ø20' X 10' FRP FAN STACKS
- C. RIGHT ANGLE GEARBOXES, 2.0 SF WITH 316 STAINLESS STEEL OIL FILL AND VENT LINE KITS AND SIGHT GAUGE
- D. COMPOSITE DRIVESHAFTS
- E. 60 HP MOTORS, SINGLE SPEED, 460V
- F. 12" DIAMETER 316 STAINLESS STEEL MECHANICAL SUPPORT FRAME ASSEMBLIES

ITEM 12: LOUVERS

ENGINEER, FURNISH AND INSTALL:

- A. CL-100 CELLULAR LOUVERS ALONG AIR INLET
- B. FRP BOTTOM SUPPORT ANGLE WITH SUB-SUPPORT CLIPS
- C. BACK RETAINER ANGLES ON NOMINAL 3' CENTERS
- D. FRONT RETAINER CHANNELS WITH THROUGH BOLTS INCLUDING WING NUTS
- E. TOP RETAINER ANGLE AND TOP CAP ANGLE
- F. (2) REMOVABLE ACCESS DOORS PER CELL, (8) DOORS TOTAL

ITEM 13: TOWER ACCESS

ENGINEER, FURNISH AND INSTALL (2) STAIR TOWERS:

- A. (1) NEW 32.5' FRP DOUBLE BACK NON-ENCLOSED STAIR TOWER ON PREPA SUPPLIED STAIR PAD
- B. REUSE EXISTING FRP STAIRWAY AND MODIFY TO MATCH NEW FAN DECK HEIGHT

ITEM 14: WORK BY OTHERS

- A. CONNECTION AND DISCONNECTION OF ALL ELECTRICAL
- B. ALL SUPPLY, INSTALLATION AND MODIFICATION OF WIRING/CABLE TRAYS/CONDUIT/CABLES, ETC.
- C. ICT WILL LOAD CONSTRUCTION DEBRIS INTO 40CUYD BINS. THESE BINS SHALL BE SUPPLIED AND EMPTIED BY PREPA IN A TIMELY MANNER
- D. ANY MODIFICATIONS OR REPAIRS TO THE EXISTING CONCRETE BASIN WILL BE BY PREPA
- E. CONCRETE PADS FOR THE NEW STAIR TOWERS TO BE SUPPLIED AND INSTALLED BY PREPA
- F. ALL REQUIRED MODIFICATIONS TO THE EXISTING RISERS WILL BE BY PREPA MATERIAL SPECIFICATIONS

THIS PROPOSAL INCLUDES THE FOLLOWING MATERIALS OF CONSTRUCTION:



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PROJECT SCHEDULE & MANPOWER

ICT SHALL PERFORM THE SCOPE OF WORK OUTLINED HEREIN BASED ON THE FOLLOWING SCHEDULE (AFTER RECEIPT OF PURCHASE ORDER):

- FIRST DRAWING SUBMITTAL.....2 WEEKS ARO
- 11 MATERIAL LEAD TIME
- 6-8 WEEKS ARO
- ICT MOBILIZATION 6-8 WEEKS ARO
- BASE BID ON-SITE CONSTRUCTION 5 WEEKS
- 11 CREW SIZE 12-14
- 11 WORK HOURS 6/10S
- 11 SCHEDULE NOTES:
- PERMITS WILL BE PROVIDED TO ICT WITHIN 15 MINUTES OF SCHEDULED START TIME EACH DAY. ANY DELAYS NOT CAUSED BY ICT MAY RESULT IN COST OR SCHEDULE CHANGE (S).

CONSTRUCTION NOTES & SITE CONDITIONS

- ICT WILL BE ALLOWED TO BRING A CONEX CONTAINER ON SITE FOR TOOL AND HARDWARE STORAGE
- OWNER TO FURNISH ALL CONSTRUCTION POWER
- ICT WILL HAVE UNRESTRICTED ACCESS TO THE BOTH SIDES OF THE TOWER SCOPE OF SUPPLY

ICT INCLUDES THE FOLLOWING SCOPE OF SUPPLY FOR THIS PROJECT AS DISCUSSED DURING THE BID PROCESS:

MATERIALS.....ICT LABOR.....ICT FREIGHT......ICT



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EOUIPMENT FORKLIFT (1EA. 6K HIGH REACH).....ICT LUNCH FACILITIES.....ICT SANITARY FACILITIES......ICT CRANE PREPA LAYDOWN AREA (APPROX. 75'X50' ADJACENT TO TOWER) PREPA CONSTRUCTION POWER......PREPA ICT WILL REQUIRE 120V, 30A SERVICE FOR CONSTRUCTION POWER AT LONGITUDINAL CENTER OF TOWER AT GRADE. EQUIPMENT MATS (IF REQUIRED)PREPA SUPPLY AND EMPTY 40 CUYD DISPOSAL BINS PREPA SITE GRADING AND MAINTENANCE (IF REQUIRED) PREPA ALL ELECTRICAL WORK (CABLE TRAY, WIRING, ETC.)PREPA ANY REQUIRED CONCRETE BASIN REPAIRSPREPA FULL TIME CONFINED SPACE ATTENDANTEXTRA, IF REQUIRED FULL TIME SAFETY PROFESSIONAL EXTRA, IF REQUIRED PRICING SUMMARY UNIT 3 & 4 COOLING TOWER MATERIAL \$ 915,600 LABOR, SUPERVISION & EQUIPMENT......\$ 265,550 FREIGHT.....\$ 177,100 TOTAL BASE BID PRICE.....\$ 1,358,250

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.



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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 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.

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 EXCEMPT OF 6.6% TAX PAYMENT, ALSO, STARTING ON NOVEMBER 15TH, 2006; AND IN ACCORDANCE TO



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LAW 117 OF 4TH OF JULY OF 2006, KNOWN AS "LEY DE JUSTICIA CONTRIBUTIVA"; PREPA IS EXCEMPT 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.

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.



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PH000033 009 FORCE MAJEURE.

009 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.

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 EFECTÜE 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.



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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 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



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Leyes de Ética which is available at:

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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

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



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Mail	Invoice	To:

Vendor:

BULLETIN BOARD

DIVISION DE SUMINISTROS

SAN JUAN PR 00936

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253

Please Direct Inquiries to:

JUAN R. RIVERA-NIEVES

JRIVERA14258@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-1359

Ext:

Fax :

Title: REPARACION COOLING TOWER 3 & 4 PALO SECO MR-SJ-GN-0295

Work Location:

***** BLANKET MASTER CONTRACT *****

DRAFT COPY

Total Value

\$1,358,250.00

USD

** NOT TO EXCEED **

Pricing Method:

Contract Type :

SERVICES

Start Date:

10/12/2017

Project

End Date :

Vendor Authorized Signature Authorized Signature Printed Name/Title Printed Name/Title Date Signed Phone Date Signed Phone

Scope of Work



PUERTO RICO ELECTRIC POWER AUTHORITY

Contract: 00079148
Release: 00000

Executed:

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ORDEN DE SERVICIO, MATERIALES Y EQUIPOS

MR-SJ-GN-0192 CONTRATO DE EMERGENCIA HURACAN MARIA

SERVICIOS A REQUERIMIENTO PARA REPARACIÓN COOLING TOWER DE CICLO COMBINADO AGUIRRE

SE ADJUDICA ESTA ORDEN DE ACUERDO A NUESTRAS ESPECIFICACIONES, TERMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR LA COMPAÑÍA CON LA PROPUESTA IPR-17-036.

SE REQUIERE AL CONTRATISTA UN CERTIFICADO DE SEGURO FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LAS SIGUIENTES CUBIERTAS, EN ORIGINAL:

- A) SEGURO COMPENSACIÓN PARA ACCIDENTES EN EL TRABAJO F.S.E.
- B) SEGURO DE RESPONSABILIDAD PATRONAL.
- 1) LÍMITE DE \$1,000,000 POR PERSONA EN EL CASO DE LESIONES CORPORALES Y \$1,000,000 POR ACCIDENTE.
- C) SEGURO COMPRENSIVO DE RESPONSABILIDAD GENERAL.
- 1) LÍMITE DE \$1,000,000 POR OCURRENCIA Y DE \$1,000,000 AGREGADO QUE INCLUYA CUBIERTA DE OPERACIONES COMPLETADAS Y PRODUCTOS.
- D) SEGURO COMPRENSIVO DE RESPONSABILIDAD AUTOMÓVIL.
- 1) \$1,000,000 LÍMITE SENCILLO COMBINADO.

ADICIONAL SE SOLICITA LO SIGUIENTE:

- A) FIANZA DE PAGO DE UN 100% DEL TOTAL DE LA ORDEN.
- B) FIANZA DE EJECUCIÓN DE UN 100% DEL TOTAL DE LA ORDEN.

INFORMACION DE PERSONA CONTACTO:

JAIME UMPIERRE, JEFE DIVISIÓN INGENIERÍA Y SERVICIOS TÉCNICOS TEL. 787-521-5185

E-MAIL: JUMPIERRE9436@AEEPR.COM

COMPRADOR:

JUAN RIVERA NIEVES SUPERVISOR DE COMPRAS PRINCIPAL TEL. 787-521-1359

E-MAIL: JRIVERA14258@AEEPR.COM



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SUPLIDOR: ICT INTERNATIONAL COOLING TOWER

TEL. 832-780-4900

4460 HIGHWAY 225, SUITE 180

DEER PARK, TX 77536

SCOPE OF WORK

DEMOLITION OF EXISTING COOLING TOWER AND PROVIDE A NEW (4) CELL FRP COUNTERFLOW COOLING TOWER.

THE NEW TOWER WILL COOL 18,000 GPM OF WATER FROM 100.0°F TO 85.0°F, AT AN INLET WET BULB TEMPERATURE OF 80.0°F, USING 60 HP MOTORS.

COOLING TOWER DESCRIPTION

- A. ICT COOLING TOWER MODEL NUMBER: CF6520-5-16-2
- B. NUMBER OF CELLS: 4
- C. CELL DIMENSIONS: 35'L X 30'W X 20'H
- D. TOWER DIMENSIONS: 140'L X 30'W X 20'H

ITEM 1: DEMOLITION OF EXISTING TOWER

- A. EXISTING COOLING TOWER WILL BE CUT DOWN AND PLACED IN 40 CUYD BINS
- B. SALVAGING EXISTING FRP STAIRWAY TO REUSE
- C. BINS WILL BE SUPPLIED AND EMPTIED BY PREPA

ITEM 2: TOWER STRUCTURE

ENGINEER, FURNISH AND INSTALL:

- A. 3" X 3" FRP SQUARE TUBE POSTS ON 6' CENTERS, BASED ON BOTTOM POSTS EXTENDED 6' BELOW THE TOP OF THE COLD WATER BASIN CURB
- B. 4" FRP CHANNEL TRANSVERSE AND LONGITUDINAL TIES ON 6' ELEVATIONS
- C. 6" RP CHANNEL TRANSVERSE TIE/FILL SUB-SUPPORTS AND LONGITUDINAL TIE/FILL SUPPORTS
- D. 3" X 3" FRP SQUARE TUBE TRANSVERSE AND LONGITUDINAL BRACING WITH FIBERGLASS AND 316 STAINLESS STEEL BRACE JOINT PLATES
- E. 316 STAINLESS STEEL ANCHOR CLIPS AT ALL BOTTOM BRACES AND PERIMETER POSTS AS REQUIRED PER ENGINEERING CALCULATIONS
- F. 316 STAINLESS STEEL EPOXY SET ANCHOR BOLTS INSTALLED INTO EXISTING CONCRETE BASIN
- G. 316 STAINLESS STEEL HARDWARE

ITEM 3: FAN DECK



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ENGINEER, FURNISH AND INSTALL:

- A. 1 1/8" X 24" WIDE FRP DECK PANELS WITH NON-SLIP GRIT
- B. 12 OZ., 6" X 6" FIRE RETARDANT FRP CORNER ROLL PERIMETER SEALERS
- C. 6" FRP CHANNEL TRANSVERSE JOIST SUPPORTS
- D. 6" FRP CHANNEL LONGITUDINAL BOLTED JOISTS
- E. (2) 6" MID-BAY I-BEAM LONGITUDINAL JOISTS
- F. 2" FRP SQUARE TUBE BOLTED HAND AND KNEE RAILS AROUND PERIMETER OF FAN DECK
- G. 4" FRP CHANNEL TOE BOARDS

ITEM 4: CASING

ENGINEER, FURNISH AND INSTALL:

- A. 12 OZ., 4.2" CORRUGATED FIRE RETARDANT FRP CASING PANELS
- B. 12 OZ., 6" X 6" FIRE RETARDANT FRP CORNER ROLLS

ITEM 5: FILL SYSTEM

ENGINEER, FURNISH AND INSTALL:

- C. (2) 24" BOTTOM LAYERS OF OFFSET FLUTE FILM FILL, 15 MIL
- D. (2) 12" TOP LAYERS OF OFFSET FLUTE FILM FILL, 15 MIL
- E. 6" FRP I-BEAM MID-BAY SUPPORTS
- F. 12 OZ., 6" X 6" FIRE RETARDANT FRP CORNER ROLL PERIMETER SEALERS

ITEM 6: DRIFT ELIMINATORS

ENGINEER, FURNISH AND INSTALL:

- A. 12" X 6' CELLULAR (3) PASS PVC DRIFT ELIMINATORS WITH 0.001% DRIFT RATING OF CIRCULATING FLOW
- B. 4" FRP I-BEAM MID-BAY SUPPORTS
- C. 12 OZ., 6" X 6" FIRE RETARDANT FRP CORNER ROLL PERIMETER SEALERS

ITEM 7: PARTITION WALLS AND END WALLS

ENGINEER, FURNISH AND INSTALL:

- A. 12 OZ., 4.2" CORRUGATED FIRE RETARDANT FRP PARTITION WALL PANELS
- B. NOTE: PARTITION WALLS WILL EXTEND FROM FAN DECK TO 1' BELOW TOP OF CURB
- C. NOTE: PANELS IN PERIMETER BAY BELOW FILL WILL BE REMOVED TO REDUCE SPLASH OUT

ITEM 8: WIND WALLS

ENGINEER, FURNISH AND INSTALL:

- A. 12 OZ., 4.2" CORRUGATED FIRE RETARDANT FRP WIND WALL PANELS
- B. NOTE: WIND WALLS WILL BE INSTALLED FROM BOTTOM OF FILL TO 1' BELOW THE TOP OF THE COLD WATER BASIN CURB

ITEM 9: PLENUM ACCESS



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ENGINEER, FURNISH AND INSTALL:

- A. (1) 33" X 32" FAN DECK ACCESS HATCH ON EACH CELL
- B. 22" WIDE FRP ACCESS LADDER FROM FAN DECK ACCESS HATCH TO TOP OF FILL
- C. 48" WIDE X 6' LONG ACCESS LANDING AT TOP OF DRIFT ELIMINATOR LEVEL WITH 6" FRP CHANNEL SUPPORTS

ITEM 10: DISTRIBUTION SYSTEM

ENGINEER, FURNISH AND INSTALL:

- A. Ø16" FIRE RETARDANT FRP HEADER PIPE WITH STANDARD DRILL FLANGE, 1' FROM CENTER OF PERIMETER POST AND CLEAN OUT PLUG AT BOTTOM OF TERMINAL END
- B. 6" FRP CHANNEL HEADER SUPPORTS WITH 3" FILLER BLOCKS AND SADDLE WEDGES
- C. 4" SCH. 40 PVC VENT PIPE AT TERMINAL END OF HEADER
- D. 316 STAINLESS STEEL HEADER HOLD DOWN STRAPS, (2) PER CELL
- E. 4" DIAMETER SCH. 40 PVC LATERALS ON 3' CENTERS INCLUDING REMOVABLE END PLUG FOR CLEANING
- F. HD NOZZLES ON 3' X 3' CENTERS
- G. NOTE: PREPA TO SUPPLY AND INSTALL RISERS TO INCLUDE A SINGLE RUBBER EXPANSION JOINT AT RISER TO HEADER FLANGE CONNECTION. RISERS TO MATCH ICT'S HEADER PIPE FLANGE CENTER LINE
- H. NOTE: HARDWARE AT HEADER FLANGE TO RISER FLANGE CONNECTION TO BE SUPPLIED AND INSTALLED BY PREPA
- I. NOTE: HEADER PIPE AND LATERALS PIPES WILL BE SIZED TO HANDLE 100% OF THE DESIGN FLOW. NOZZLE ORIFICES WILL BE DESIGNED FOR OPTIMAL PERFORMANCE BASED ON 100% DESIGN FLOW.

ITEM 11: MECHANICAL EQUIPMENT

ENGINEER, FURNISH AND INSTALL:

- A. Ø20' 6-BLADED FRP FANS
- B. Ø20' X 10' FRP FAN STACKS
- C. RIGHT ANGLE GEARBOXES, 2.0 SF WITH 316 STAINLESS STEEL OIL FILL AND VENT LINE KITS AND SIGHT GAUGE
- D. COMPOSITE DRIVESHAFTS
- E. 60 HP MOTORS, SINGLE SPEED, 460V
- F. 12" DIAMETER 316 STAINLESS STEEL MECHANICAL SUPPORT FRAME ASSEMBLIES

ITEM 12: LOUVERS

ENGINEER, FURNISH AND INSTALL:

- A. CL-100 CELLULAR LOUVERS ALONG AIR INLET
- B. FRP BOTTOM SUPPORT ANGLE WITH SUB-SUPPORT CLIPS
- C. BACK RETAINER ANGLES ON NOMINAL 3' CENTERS
- D. FRONT RETAINER CHANNELS WITH THROUGH BOLTS INCLUDING WING NUTS
- E. TOP RETAINER ANGLE AND TOP CAP ANGLE
- F. (2) REMOVABLE ACCESS DOORS PER CELL, (8) DOORS TOTAL



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ITEM 13: TOWER ACCESS

ENGINEER, FURNISH AND INSTALL (2) STAIR TOWERS:

A. (1) NEW 32.5' FRP DOUBLE BACK NON-ENCLOSED STAIR TOWER ON PREPA SUPPLIED STAIR PAD

B. REUSE EXISTING FRP STAIRWAY AND MODIFY TO MATCH NEW FAN DECK HEIGHT

ITEM 14: WORK BY OTHERS

- A. CONNECTION AND DISCONNECTION OF ALL ELECTRICAL
- B. ALL SUPPLY, INSTALLATION AND MODIFICATION OF WIRING/CABLE TRAYS/CONDUIT/CABLES, ETC.
- C. ICT WILL LOAD CONSTRUCTION DEBRIS INTO 40CUYD BINS. THESE BINS SHALL BE SUPPLIED AND EMPTIED BY PREPA IN A TIMELY MANNER
- D. ANY MODIFICATIONS OR REPAIRS TO THE EXISTING CONCRETE BASIN WILL BE BY PREPA
- E. CONCRETE PADS FOR THE NEW STAIR TOWERS TO BE SUPPLIED AND INSTALLED BY PREPA
- F. ALL REQUIRED MODIFICATIONS TO THE EXISTING RISERS WILL BE BY PREPA MATERIAL SPECIFICATIONS

THIS PROPOSAL INCLUDES THE FOLLOWING MATERIALS OF CONSTRUCTION:

STRUCTUREFRP

STRUCTURAL HARDWARE.....316 SS

DECKING......FRP

FILL.....PVC

FILL SUPPORTS.....FRP

DRIFT ELIMINATORS.....PVC

DE SUPPORTS.....FRP

NOZZLESPVC, ABS OR PP

END WALLS/PARTITION WALLS.......12 OZ., 4.2" CORRUGATED FRP

DISTRIBUTION HEADERFRP

DISTRIBUTION LATERALS.....PVC

MECHANICAL SUPPORT HDG STEEL

STAIR TOWERFRP

ESCAPE LADDERHDG STEEL

PROJECT SCHEDULE & MANPOWER

ICT SHALL PERFORM THE SCOPE OF WORK OUTLINED HEREIN BASED ON THE FOLLOWING SCHEDULE (AFTER RECEIPT OF PURCHASE ORDER):

- " FIRST DRAWING SUBMITTAL _____ 2 WEEKS ARO
- " MATERIAL LEAD TIME
 - 6-8 WEEKS ARO
- " ICT MOBILIZATION
- 6-8 WEEKS ARO
- " BASE BID ON-SITE CONSTRUCTION 5 WEEKS
- CREW SIZE 12-14
- " WORK HOURS 6/10S



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- " SCHEDULE NOTES:
- PERMITS WILL BE PROVIDED TO ICT WITHIN 15 MINUTES OF SCHEDULED START TIME EACH DAY. ANY DELAYS NOT CAUSED BY ICT MAY RESULT IN COST OR SCHEDULE CHANGE(S).

CONSTRUCTION NOTES & SITE CONDITIONS

- ICT WILL BE ALLOWED TO BRING A CONEX CONTAINER ON SITE FOR TOOL AND HARDWARE STORAGE
- OWNER TO FURNISH ALL CONSTRUCTION POWER
- ICT WILL HAVE UNRESTRICTED ACCESS TO THE BOTH SIDES OF THE TOWER SCOPE OF SUPPLY

FREIGHT ...ICT

EQUIPMENT

CRANE PREPA

SCAFFOLD, IF REQUIREDPREPA

LAYDOWN AREA (APPROX. 75'X50' ADJACENT TO TOWER) PREPA

ICT WILL REQUIRE 120V, 30A SERVICE FOR CONSTRUCTION POWER AT LONGITUDINAL CENTER OF TOWER AT GRADE.

EQUIPMENT MATS (IF REQUIRED) PREPA

SUPPLY AND EMPTY 40 CUYD DISPOSAL BINS PREPA

SITE GRADING AND MAINTENANCE (IF REQUIRED) PREPA

ALL ELECTRICAL WORK (CABLE TRAY, WIRING, ETC.)PREPA

ANY REQUIRED CONCRETE BASIN REPAIRSPREPA

FULL TIME CONFINED SPACE ATTENDANT.....EXTRA, IF REQUIRED FULL TIME SAFETY PROFESSIONAL.....EXTRA, IF REQUIRED PRICING SUMMARY

UNIT 3 & 4 COOLING TOWER



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* * * End of Contract * * *



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Mail Invoice To:

Vendor:

NSES INC

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253

300 CALLE COMERIO

BAYAMON PR 00959

Please Direct Inquiries to:

SAN JUAN PR 00936-8253

ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Work Location:

SUPV OFICINA ADMINISTRATIVA

CENTRAL PALO SECO

CARR. NUM.165 KM 31.8

TOA BAJA PR 00949

Fax :

Title: SISTEMA FEDERAL DE ALERTA PARA CENTRAL PALO SECO

Ext:

Total Value

\$9,509.00 USD ** NOT TO EXCEED **

Pricing Method: ESTIMATE

Contract Type : PROFESSIONAL SERVICES

Start Date: 01/31/2018

Project

End Date :

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone

Ampelica Rosario Dávila Supervisora de Compras

Printed Name/Titl

Date Signed

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.



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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

CONTRATO 80154 REQUISICIÓN 181602

TÍTULO: SISTEMA FEDERAL DE ALERTA- CENTRAL PALO SECO SE ADJUDICA ESTE CONTRATO SEGÚN LOS TÉRMINOS Y CONDICIONES DEL RFP 00016939

PERSONA CONTACTO:

MARTIN SOTO- OFICIAL DE SEGURIDAD TELÉFONO: 787-521-7408/ 7064

JUSTIFICACIÓN

EL SISTEMA DE ALERTA FEDERAL EXISTENTE EN LA CENTRAL PALO SECO HA SUFRIÓ DAÑOS POR RAZÓN DEL HURACÁN MARIA, SE REQUIERE LLEVAR A CABO REPARACIONES TALES COMO INSTALAR POSTE DE SOPORTE PARA SIRENA DE ALERTA, REMPLAZO DE SOPORTES, CARGADOR DE BATERÍAS, BATERÍAS, USO DE GRUA, INSTALACIÓN Y PRUEBAS DEL MISMO.

ALCANCE DEL TRABAJO CONTRATADO

PROVEER TODO EL EQUIPO, HERRAMIENTA, LABOR, SUPERVISIÓN Y SEGUROS PARA REALIZAR INSTALACIÓN SISTEMA FEDERAL DE ALERTAS DE LA CENTRAL PALO SECO EN LA CENTRAL TERMOELÉCTRICA DE PALO SECO.

EL TRABAJO CONSISTE EN INSTALAR SISTEMA FEDERAL DE ALERTAS DE LA CENTRAL PALO SECO

LA AUTORIDAD SERÁ RESPONSABLE DE LA EJECUCIÓN DEL PROCEDIMIENTO LOTO ANTES, DURANTE Y DESPUÉS DEL COMIENZO DE LOS TRABAJOS.

LA AUTORIDAD SUPLIRÁ LOS SERVICIOS DE ELECTRICIDAD (120V-208V), AIRE Y



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AGUA PARA REALIZAR LAS ACTIVIDADES RELACIONADAS A LOS TRABAJO.

1 REQUISITOS GENERALES

- 1.1 EL CONTRATISTA CUMPLIRÁ CON TODAS LAS FIANZAS, PERMISOS Y SEGUROS, TALES COMO SEGURO DE COMPENSACIÓN PARA ACCIDENTES EN EL TRABAJO, SEGURO DE RESPONSABILIDAD PATRONAL, SEGURO DE RESPONSABILIDAD GENERAL Y CUALQUIER OTRO CARGO SOLICITADO POR LA AUTORIDAD ANTES DE COMENZAR LA MOVILIZACIÓN DE PERSONAL Y EQUIPO AL ÁREA DE TRABAJO.
- 1.2 TODO PERSONAL DEL CONTRATISTA TENDRÁ QUE TOMAR LOS ADIESTRAMIENTOS Y ORIENTACIONES DE SEGURIDAD INDUSTRIAL, AMBIENTAL Y DE SEGURIDAD INTERNA (HOMELAND) QUE OFRECE EL PERSONAL DE LA CENTRAL (HIGIENISTAS, COORDINADORES DE NPDES, SPCC, SEGURIDAD INTERNA, ECT.), PREVIO AL COMIENZO DE LAS LABORES EN LAS FACILIDADES DE LA CENTRAL.
- 1.3 EL CONTRATISTA Y SUS EMPLEADOS ASIGNADOS AL PROYECTO UTILIZARÁN, TODO EL TIEMPO, EL EQUIPO DE PROTECCIÓN PERSONAL Y SEGURIDAD NECESARIO PARA EL TRABAJO A REALIZARSE.
- 1.4 LOS EMPLEADOS DEL CONTRATISTA ESTARÁN DEBIDAMENTE IDENTIFICADOS CON TARJETAS DE IDENTIFICACIÓN DE LA COMPAÑÍA, CON FOTO DEBIDA Y ADECUADA, Y VISIBLES EN TODO MOMENTO MIENTRAS ESTÉN DENTRO DE LAS FACILIDADES DE LA CENTRAL. ADICIONAL A LAS TARJETAS DE IDENTIFICACIÓN LOS EMPLEADOS DE LA MISMA PODRÁN ESTAR IDENTIFICADOS CON EL LOGO DE LA COMPAÑÍA EN CAMISAS, CASCO, ETC. ESTOS LOGOS NO SUSTITUYEN EL USO DE LA TARJETA.
- 1.5 UNA VEZ FINALIZADO EL TRABAJO EL CONTRATISTA SOMETERÁ EN ORIGINAL UNA FACTURA EN LA DIVISIÓN DE TESORERÍA Y UNA COPIA EN LA CENTRAL PALO SECO. ESTA FACTURA DEBERÁ CONTAR CON LA APROBACIÓN DEL JEFE DE CONSERVACIÓN DE LA CENTRAL PALO SECO ANTES DE SER PROCESADAS PARA PAGO.

2 REQUERIMIENTOS

- 2.1 EL CONTRATISTA VENDRÁ OBLIGADO A SUMINISTRAR TODA LA MANO DE OBRA, MATERIALES, HERRAMIENTAS, EQUIPO, CUALQUIER FACILIDAD QUE LA AUTORIDAD NO PROVEA, SUPERVISIÓN, ADMINISTRACIÓN Y SUPERINTENDENCIA REQUERIDA POR EL TRABAJO, TODO ESTO EN LA MEDIDA QUE LO SOLICITE LA AUTORIDAD, Y REALIZARÁ TODO TRABAJO INSTALACIÓN SISTEMA FEDERAL DE ALERTAS DE LA CENTRAL PALO SECO " DE LA CENTRAL PALO SECO.
- 2.2 ESTE TRABAJO DEBERÁ COMPLETARSE EN UN PERIODO MÁXIMO DE DÍAS CALENDARIOS Y SE LLEVARÁ A CABO A TENOR CON ESTA ESPECIFICACIÓN.



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2.3 TODO TRABAJO REALIZADO BAJO ESTAS ESPECIFICACIONES SE HARÁ EN FORMA SEGURA Y ESMERADA Y EN ESTRICTA CONFORMIDAD CON TODAS LAS REGLAS, REGLAMENTOS, ORDENANZAS, ETC., LOCALES DE LAS AGENCIAS GUBERNAMENTALES CON JURISDICCIÓN SOBRE EL TIPO DE TRABAJO QUE SE VA A REALIZAR, INCLUYENDO EL COLEGIO DE INGENIEROS Y AGRIMENSORES DE PUERTO RICO (CIAPR), EL COLEGIO DE QUÍMICOS DE PUERTO RICO, EL INSTITUTO AMERICANO DE NORMAS NACIONALES (AMERICAN NATIONAL STANDARDS INSTITUTE, ANSI), LA SOCIEDAD AMERICANA DE INGENIEROS MECÁNICOS (AMERICAN SOCIETY OF MECHANICAL ENGINEERS, ASME), LA AGENCIA DE PROTECCIÓN AMBIENTAL (EPA, POR SUS SIGLAS EN INGLÉS), LA JUNTA DE CALIDAD AMBIENTAL (JCA), LA OFICINA DE SALUD Y SEGURIDAD EN EL TRABAJO (OSHA, POR SUS SIGLAS EN INGLÉS) Y LA EDICIÓN MÁS RECIENTE DE CUALQUIER OTRO CÓDIGO O NORMA APLICABLE DE CUALQUIER AGENCIA O AUTORIDAD PÚBLICA QUE TENGA JURISDICCIÓN EN PUERTO RICO.

- 2.4 EL CONTRATISTA SOMETERÁ POR ESCRITO, ANTES DE COMENZAR LAS LABORES DE CADA ÁREA, UN PROGRAMA DE TRABAJO DETALLADO CON LAS DISTINTAS ETAPAS Y DURACIÓN DE LAS MISMAS.
- 2.5 UNA VEZ OTORGADO LA ORDEN, EL CONTRATISTA SOMETERÁ AL OFICIAL AUTORIZADO DE LA AEE LA LISTA DEL PERSONAL ESPECÍFICO QUE REALIZARÁ CADA TRABAJO EN ORDEN ALFABÉTICO, COPIA DEL PROGRAMA DE SEGURIDAD DE LA COMPAÑÍA Y UNA LISTA DE LOS VEHÍCULOS QUE SON NECESARIOS PARA LA REALIZACIÓN DEL TRABAJO Y COPIA DE SUS LICENCIAS.
- 2.6 EL CONTRATISTA DEMARCARÁ EL PERÍMETRO DE ESTE SERVICIO EN LA FORMA APROBADA POR EL JEFE DE CONSERVACIÓN EN REPRESENTACIÓN DE LA AUTORIDAD, PARA AISLARLAS Y DIFERENCIAR EL ÁREA DE TRABAJO DEL DE OTRAS UNIDADES EN OPERACIÓN. DEBERÁ INSTRUIRSE AL PERSONAL DEL CONTRATISTA PARA QUE SE MANTENGA DENTRO DE DICHO PERÍMETRO.
- 2.7 EL CONTRATISTA ESTABLECERÁ Y COORDINARÁ EL ACCESO DE SU PERSONAL A LAS FACILIDADES CON LOS OFICIALES AUTORIZADOS POR LA AEE PARA ESTE PROYECTO. ESTE DEBE ASEGURARSE DE QUE SU PERSONAL CUMPLA EN TODO MOMENTO CON LA REGLAMENTACIÓN DE LA CENTRAL PARA EVITAR SER SANCIONADOS O REMOVIDOS DE ESTA.
- 2.8 EL CONTRATISTA PROVEERÁ TODA LA INFORMACIÓN RELACIONADA A LA COMPOSICIÓN QUÍMICA DE LOS PRODUCTOS Y SUS RIESGOS A LA SALUD (MSDS) A UTILIZARSE EN ESTA ESPECIFICACIÓN PARA LA APROBACIÓN DE LA OFICINA DE COMUNICACIÓN DE RIESGO DE LA AEE PREVIO A SU USO.
- 2.9 EL CONTRATISTA SERÁ RESPONSABLE DE PROVEER FACILIDADES SANITARIAS PORTÁTILES Y SERVICIO DE PRIMEROS AUXILIOS PARA SU PERSONAL TRABAJANDO EN EL ÁREA.
- 2.10 EL CONTRATISTA OFRECERÁ Y DOCUMENTARÁ UNA CHARLA DE SEGURIDAD A SU



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PERSONAL DIARIAMENTE. LA MISMA SERÁ OFRECIDA POR UNA PERSONA COMPETENTE (COMO DEFINE LA EPA Y LA OSHA) Y ESTA PERSONA DEBERÁ ESTAR PRESENTE TODO EL TIEMPO QUE HAYA PERSONAL TRABAJANDO EN EL PROYECTO. COPIA DE LA MISMA SERÁ ENTREGADA AL OFICIAL AUTORIZADO DE LA AEE A CARGO DEL PROYECTO.

- 2.11 SERÁ RESPONSABILIDAD DEL CONTRATISTA EL EXIGIR Y MANTENER DE ACUERDO CON LAS CONDICIONES EXISTENTES Y AL PROGRESO DEL PROYECTO, TODA LA SEGURIDAD NECESARIA PARA LA PROTECCIÓN DE EMPLEADOS Y ESTRUCTURAS, INCLUYENDO LETREROS DE PRECAUCIÓN Y SUPERVISIÓN GENERAL DE CONTROL DE ACCESO A LAS AREAS DE TRABAJO EN PROGRESO.
- 2.12 EL CONTRATISTA SERÁ RESPONSABLE DE PROVEER TODO EL RECURSO NECESARIO PARA LA INSTALACIÓN SISTEMA FEDERAL DE ALERTAS DE LA CENTRAL PALO SECO PARA REALIZAR EL TRABAJO EN LAS DIFERENTES ÁREAS.
- 2.13 EL CONTRATISTA SERÁ RESPONSABLE DE PROVEER CUALQUIER ADITAMENTO NECESARIO PARA INSTALARLO EN NUESTROS SISTEMAS CON EL FIN DE INSTALAR SISTEMA FEDERAL DE ALERTAS DE LA CENTRAL PALO SECO Y SERA RESPONSABLE DE RETORNAR NUESTROS SISTEMAS A LAS CONDICIONES ORIGINALES DE OPERACIÓN.
- 2.14 EL CONTRATISTA SERÁ RESPONSABLE DE SUPLIR CUALQUIER EQUIPO O ESTRUCTURA NECESARIA PARA TENER ACCESO A LOS EQUIPOS A IMPACTARSE.
- 2.15 EL CONTRATISTA SERÁ RESPONSABLE DE COORDINAR CON UN REPRESENTANTE DE LA AUTORIDAD CUALOUIER CONFLICTO QUE PUEDA TENER EN SU ÁREA DE TRABAJO QUE AFECTE LA CONTINUIDAD Y DESARROLLO DEL PROYECTO.
- 2.16 EL CONTRATISTA SERÁ RESPONSABLE DE LA REMOCIÓN INMEDIATA DE TODO EL EQUIPO UTILIZADO PARA REALIZAR EL TRABAJO INMEDIATAMENTE UNA VEZ FINALIZADAS LAS LABORES.
- 3 PROTECCION DE LAS FACILIDADES EXISTENTES
- 3.1 EL ÁREA DE TRABAJO DEBE MANTENERSE LIMPIA Y EN FORMA ORDENADA. EL CONTRATISTA ES RESPONSABLE DE REMOVER DE LOS PREDIOS DE LA PLANTA CUALQUIER BASURA O ESCOMBROS QUE RESULTARAN COMO PRODUCTO DE LOS TRABAJOS REALIZADOS, EN ESTRICTA CONFORMIDAD CON LOS REGLAMENTOS ESTABLECIDOS POR LAS AGENCIAS LOCALES Y FEDERALES DE PROTECCIÓN AMBIENTAL. MATERIALES O PIEZAS QUE NO FUESEN UTILIZADOS Y LOS CUÁLES SEAN PROPIEDAD DE LA AUTORIDAD, DEBERÁN SER DEVUELTOS AL ALMACÉN DE LA PLANTA EN COORDINACIÓN CON EL JEFE DE CONSERVACIÓN. DESPUÉS DE HABER TERMINADO TODOS LOS TRABAJOS, EL CONTRATISTA DEJARÁ LAS ÁREAS DE TRABAJO LIMPIAS, LIBRE DE POSIBLE CONTAMINACION.
- 3.2 LAS OPERACIONES DEL CONTRATISTA SE LLEVARÁN A CABO CON SUMO CUIDADO EN TODO MOMENTO PARA EVITAR DAÑOS A ESTRUCTURAS E INSTALACIONES Y PARA EVITAR INTERFERIR CON CUALQUIER UNIDAD EN OPERACION EN EL LUGAR. EL CONTRATISTA SERÁ RESPONSABLE POR CUALQUIER INTERFERENCIA CON LAS UNIDADES EN OPERACION



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ATRIBUIBLE A FALLAS O NEGLIGENCIA DE SU PARTE EN LA REALIZACIÓN DEL TRABAJO.

- 3.3 EL CONTRATISTA PROTEGERÁ, A SATISFACCIÓN DEL OFICIAL AUTORIZADO DE LA AEE, TODAS LAS ESTRUCTURAS Y EQUIPO EXISTENTES EN EL LUGAR. CUALQUIER DAÑO A DICHAS ESTRUCTURAS O EQUIPO COMO RESULTADO DE UNA FALLA O NEGLIGENCIA DEL CONTRATISTA, SERÁ REPARADO INMEDIATAMENTE POR EL CONTRATISTA A SUS PROPIAS EXPENSAS.
- 3.4 EL CONTRATISTA ALMACENARÁ LOS PRODUCTOS A UTILIZARSE DE MANERA ADECUADA. EL ÁREA DE ALMACENAMIENTO DEBE CUMPLIR CON LAS ESPECIFICACIONES DEL MANUFACTURERO DE CADA PRODUCTO Y LAS REGLAS AMBIENTALES Y LABORABLES APLICABLES. EL CONTRATISTA TOMARÁ TODAS LAS MEDIDAS NECESARIAS PARA ASEGURAR QUE LAS ÁREAS DE ALMACENAMIENTO DE LOS PRODUCTOS A UTILIZARSE ESTÉN LIBRES DE PELIGROS A LA SALUD DE LOS EMPLEADOS, ESTÉN PROTEGIDAS CONTRA INCENDIOS, DERRAMES OCASIONADOS POR EL MAL MANEJO Y ACUMULACIÓN DE GASES TÓXICOS Y/O EXPLOSIVOS POR EVAPORACIÓN DE LOS PRODUCTOS.
- 3.5 SERÁ RESPONSABILIDAD DEL CONTRATISTA TOMAR LAS MEDIDAS NECESARIAS PARA LA PROTECCIÓN Y LA SEGURIDAD DE LOS MATERIALES, MAQUINARIAS, EQUIPOS, ETC. EN LOS PREDIOS DE LA CENTRAL DURANTE LA DURACIÓN DEL PROYECTO.

DESGLOSE DE COSTOS

-REEMPLAZO DE SOPORTES DE LAS BOCINAS: \$1,593.00

-ANTENAS PARA SIREANA: \$577.00

-CARGADOR DE BATERÍAS: \$1,375.00

-BATERÍAS: \$590.00

-POWER SUPPLY BASE RADIO CONSOLA ACTIVACIÓN: \$249.00

-USO DE GRUA: \$1,490.00 -INSTALACIÓN: \$2,535.00

-CARGOS DE MANEJO: \$1,110.00

COSTO: \$9,509.00

TÉRMINOS DE PAGO

-LOS TÉRMINOS DE PAGO DE LA AUTORIDAD SON NETO 60 DÍAS.

REQUISITOS DE SEGUROS

- -EL CONTRATISTA PROVEERÁ 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
- B. SEGURO COMPRENSIVO DE RESPONSABILIDAD DE AUTOMÓVIL \$1,000,000.00 LÍMITE SENCILLO COMBINADO



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- C. SEGURO DE RESPONSABILIDAD PATRONAL 1,000,000.00 LÍMITE SENCILLO COMBINADO
- D. SEGURO COMPRENSIVO DE RESPONSABILIDAD PÚBLICA GENERAL \$1,000,000.00
- NOTA: ES IMPORTANTE QUE PARA ESTE CONTRATO EL SUPLIDOR SE ASEGURE DE TENER CUBIERTAS CONTÍNUAS DURANTE TODA LA VIGENCIA DEL MISMO. EN AQUELLOS CASOS DONDE EXISTAN PERÍODOS SIN CUBIERTA DE SEGUROS, LA AUTORIDAD NO REALIZARÁ PAGO ALGUNO Y ESTO SE REGISTRARÁ COMO UN INCUMPLIMIENTO EN ESTE CONTRATO. ESTE INCUMPLIMIENTO ESTARÁ SUJETO A LAS DISPOSICIONES ESTABLECIDAS EN LA SECCIÓN DE ADVERTENCIAS.

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 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



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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.

016 CLAUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDE CLAUSULAS 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.

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 EXCEMPT 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 EXCEMPT 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.

006 CHANGES TO ORDER. PH000011 CHANGES TO ORDER.



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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.

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



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LA AUTORIDAD RETENDRÁ EL EQUIVALENTE AL 7% DE TODO PAGO POR SERVICIOS PRESTADOS QUE SE EFECTUE 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 CUALOUIER FALLA EN EL CUMPLIMIENTO CON CUALQUIERA DE LAS DISPOSICIONES DEL CONTRATO, INCLUYENDO ESTE ADDENDUM, MEDIANTE LA PREVIA NOTIFICACIÓN POR ESCRITO AL CONTRATISTA DENTRO DEL TERMINO DE TREINTA DÍAS ANTES DE COBRAR EFECTIVIDAD LA TERMINACION.

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.

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

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



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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 Leyes de Ética which is available at:



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Mail Invoice To:

Vendor:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253

JR INDUSTRIAL CONTRACTORS INC PO BOX 10490

PONCE PR 00732-0490

Please Direct Inquiries to: ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Ext:

Work Location:

SECCION CALDERAS PALO SECO

CENTRAL PALO SECO

CARR. NUM.165 KM 31.8

TOA BAJA PR 00949

Fax:

Title: TRABAJOS REFRACTARIO, PINTURA Y AISLACION EN LAS UNIDADES CPS

USD

Total Value :

\$780,000.00

** NOT TO EXCEED **

Pricing Method: ESTIMATE

Contract Type : PROFESSIONAL SERVICES

Start Date: 06/25/2018

Project

End Date :

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone

Edgardo DIAZ

Authorized Signature
Jose División de Suministros

Printed Name/Title

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.



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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

Insurance Requirements

Coverage	Start	End	Insurance Description
\$2,000,000	03/16/2018	03/16/2019	AUTOMOBILE LIABILITY INSURANCE
\$1,000,000	06/24/2018	06/24/2019	COMMERCIAL GENERAL LIABILITY INSURAN
\$1,000,000	06/24/2018	06/24/2019	EMPLOYER'S LIABILITY INSURANCE
\$490,000	07/01/2018	06/30/2019	WORKMEN'S COMPENSATION INSURANCE OF

Contract Amendments

Amendment: 002

Execution Date : 01/10/2019

Title

: ENMIENDA REFRACTARIO U-4 CENTRAL PALO SECO

Amended Start :

Amended End Date:

Amendment Value:

\$290,000.00

Pricing Method:

Amendment Scope

CONTRATO 80457- ENMIENDA 002

SE EXPIDE ESTA ENMIENDA A CONTRATO PARA AÑADIR LA CUANTÍA DE \$290,000.00 PARA CUBRIR TRABAJOS NECESARIOS DE REHABILITACIÓN DE LA UNIDAD 4 Y ESTRUCTURAS NECESARIAS DE CENTRAL PALO SECO. DEBIDO A LA GRAN CANTIDAD DE TRABAJOS PENDIENTES Y DAÑOS OCULTOS, A CAUSA DEL HURACÁN MARÍA, UNA VEZ SE COMENZARON A TRABAJAR EN LAS AREAS, SE DECIDE ENMENDAR LA CANTIDAD PARA PODER GARANTIZAR LA CONTINUIDAD DE LOS TRABAJOS.

LOS TRABAJOS DE REHABILITACIÓN INCLUYE: PENT-HOUSE, VESTÍBULOS, CONDUCTO DE AIRE Y GASES, CHIMENEAS INTERIOR Y EXTERIOR, PAREDES DE LA CALDERA,



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LOSAS DE LA CALDERA, DUCTOS Y ENVOLVENTES DE ABANICOS, DOGHOUSE, LINEAS DE ALTA ENERGÍA, LÍNEAS DE FLUIDOS Y VAPORES RELACIONADAS A LA UNIDAD GENERATRIZ.

LOS TÉRMINOS Y CONDICIONES DEL CONTRATO ORIGINAL PERMANCEN SIN MODIFICACIÓN ALGUNA.

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 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



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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, ESTÀ 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.

LOCAL AND FEDERAL TAXES CLAUSE

IN COMPLIANCE WITH PUERTO RICO'S INTERNAL REVENUE SERVICE CODE, 2906, ARTICLE 2, PUERTO RICO ELECTRIC POWER AUTHORITY IS EXCEMPT 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 EXCEMPT 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.

PH000011 006 CHANGES TO ORDER. CHANGES TO ORDER.



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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.

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



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LA AUTORIDAD RETENDRÁ EL EQUIVALENTE AL 7% DE TODO PAGO POR SERVICIOS PRESTADOS QUE SE EFECTÙE 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 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



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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 Leyes de Ética which is available at:

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

* * * End of Contract * * *



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Mail Invoice To: Vendor:

PROTECTIVE SECURITY SYSTEMS

AUTORIDAD DE ENERGIA ELECTRICA PO BOX 364802

DIVISION DE TESORERIA SAN JUAN PR 00936-4802

P.O. BOX 70253

SAN JUAN PR 00936-8253

Please Direct Inquiries to: Work Location:

ANGELICA ROSARIO DAVILA SUPV OFICINA ADMINISTRATIVA

AROSARIO16128@AEEPR.COM CENTRAL PALO SECO

Title: PROCUREMENT SUPV G3 CARR. NUM.165 KM 31.8 Phone: 787-521-3034 Ext: TOA BAJA PR 00949

Fax :

Title: COMPRA & INSTALACION CAMARAS DE OPACIDAD CENTRAL PALO SECO

Total Value : \$25,142.29 USD ** NOT TO EXCEED **

Pricing Method: ESTIMATE

Contract Type : TECHNICAL SERVICES Start Date: 11/05/2018

Project : End Date :

Vendor Authorized Signature

Millio Vibania Italia

Authorized Signature

Vendor Authorized Signature

Authorized Signature

Angélica Rosario Dávila- Supervisora de Compras

Printed Name/Title Printed Name/Title

1 de noviembre 2018 787-521-3034

Date Signed Phone Date Signed 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.



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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
	РН000033	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

CONTRATO 80665 REQUISICIÓN 181786

TÍTULO: COMPRA & INSTALACION CAMARAS DE OPACIDAD CENTRAL PALO SECO

SE ADJUDICA ESTE CONTRATO SEGÚN LOS TÉRMINOS Y CONDICIONES DE LA AUTORIDAD, Y SEGÚN PROPUESTA DE LA COMPAÑÍA PROTECTIVE SECURITY SYSTEMS NÚMERO Q0TQ1759 DEL 20 DE MARZO DE 2018. SE ADJUDICA CONTRATO DIRECTO YA QUE ESTA COMPAÑÍA ES LA QUE MANEJA Y TIENE ACCESO A NUESTRO SISTEMA DE SEGURIDAD CORPORATIVA.

ALCANCE DE TRABAJO:

COMPRA, INSTALACIÓN Y CONTRATO DE MANTENIMIENTO DE CÁMARAS DE OPACIDAD EN LA CENTRAL PALO SECO. LAS CÁMARAS SON UNA HERRAMIENTA UTILIZADA EN LA OPERACIÓN DE LAS CALDERAS PARA VERIFICAR DE MANERA VISUAL, QUE LOS CONTROLES DE COMBUSTIÓN ESTÉN DEBIDAMENTE AJUSTADOS. A TRAVÉS DE LA IMAGEN, SE TOMAN DECISIONES CONDUCENTES PARA HACER LOS AJUSTES EN LOS PARÁMETROS DE AIRE Y COMBUSTIBLE DE LA CALDERA QUE AFECTAN DIRECTAMENTE LOS GASES COMBUSTIÓN EMITIDOS A TRAVÉS DE LAS CHIMENEAS. ADEMÁS, SON UNA HERRAMIENTA IMPORTANTE QUE NOS AYUDA A CUMPLIR CON REGLAMENTO DE AIRE LIMPIO (TÍTULO V) Y EL CUMPLIMIENTO DE LA REGLAMENTO DE CONTAMINACIÓN ATMOSFÉRICA (RCCA) DE LA JCA. DE LA MISMA MANERA FACILITA EL CUMPLIMIENTO CON LA REGLA 403 (PENALIDAD POR OPACIDAD NO MAYOR DE 20% EN UN PERÍODO DE TIEMPO DE 6 MINUTOS) YA QUE PERMITE RESPUESTAS MÁS RÁPIDAS DEL PERSONAL A DESVIACIONES EN LAS OPERACIONES NORMALES DE LAS UNIDADES. ESTO REDUNDA EN



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UNA DISMINUCIÓN EN LOS PAGOS POR MULTAS EN DESVIACIONES EN OPACIDAD QUE SE PAGAN POR EL ACUERDO POR CONSENTIMIENTO ENTRE EL DEPARTAMENTO DE JUSTICIA FEDERAL, EPA, Y LA AEE.

LUGAR DE SERVICIO:

AMBAS UNIDADES DEBEN SUPLIDAS Y ENTREGADAS EN LA CENTRAL PALO SECO, TOA

PERSONA CONTACTO:

ING. IVÁN RIVERA

JEFE DE OPERACIONES- CENTRAL PALO SECO

TELÉFONOS: (787) 521-7021/7002

DESGLOSE DE COSTOS

ULTRA-HIGH IMAGE RESOLUTION IP CAMERAS WITH MONITORING STATION

1-Q1659 NETWORK CAMERA ULTRA-HIGH IMAGE RESOLUTION FOR SURVEILLANCE

MODEL: 0964-001

CANTIDAD: 2

COSTO EACH: \$5,291.02 TOTAL: \$10,582.04

2- T93C10 OUTDOOR HOUSING VANDAL-RESISTANT HOUSING WITH ACTIVE COOLING

MODEL 5504-681 CANTIDAD:2

COSTO EACH: \$1,363.95

TOTAL: \$2,727.90

3- PARAPET, ROOF TOP MOUNT

MODEL PP-43 CANTIDAD:1

COSTO EACH: \$525.00

4- POWER SUPPLY PS24 240 W

MODEL 01170-001

CANTIDAD: 2

COSTO EACH: \$261.45

TOTAL: \$522.90



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5- MINI G3 WORKSTATION, WIN 7 PRO 64, I5, 8GB, RAM, 1TB HDD, INTEL HD

GRAPHICS 530. MODEL Z2D58UT CANTIDAD: 1

COSTO: \$1,120.00

6- 27 BLACK WIDESCREEN LED, 1920

MODEL VG2732M-LED

CANTIDAD: 2 COSTO: \$578.99 TOTAL: \$1,157.98

7- HDMI HDBASE-T EXTENDER OVER CAT 6 UP TO 600' FEET

MODEL ST-C6HD-HDBT

CANTIDAD: 2 COSTO: \$502.50 TOTAL: \$1,005.00

8- ALPHA NOVUS MICRO SECURE 100WATTS OUTDOOR UPS

MODEL NM SECURE

CANTIDAD: 1

COSTO: \$1,035.00

9- BACK UP UPS PRO BX 1500VA

MODEL BX1500M CANTIDAD: 1 COSTO: \$257.99

10- 10/100BASE-TX TO 100BASE-BX MULTI MODE, (SC) WDM -TX:1310NM/RX:1550NM

- 2KM MEDIA, CONVERTER

MODEL EL200CA-2

CANTIDAD: 1 COSTO: \$298.49

11- 10/100BASE-TX TO 100BASE-BX MULTI MODE, (SC) WDM -TX:1550NM/RX:1310NM

- 2KM MEDIA, CONVERTER

MODEL EL200CB-2

CANTIDAD: 1 COSTO: \$298.49



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12- CONCEPT ENCLOSURE 16"X16"X6" STAINLESS STEEL

MODEL CSD-16166SS

CANTIDAD: 1 COSTO: \$892.50

13- CAMERAS AND MONITORING EQUIPMENT INSTALLATION AND CONFIGURATION

COSTO: \$2,017.50

CONDUITS

1- E.M.T. 1

MODEL CDE-ZZ-EMT1

CANTIDAD: 14 COSTO: \$9.75 TOTAL: \$136.50

2- CONDUIT ACCESSORIES

MODEL CD-ACC CANTIDAD: 1 COSTO: \$225.00

3- CONDUITS INSTALLATION

COSTO: \$2,340.00

TOTAL DEL CONTRATO: \$25,142.29

WARRANTY OF: THREE YEARS ON CAMERAS, ONE YEAR ON ALL REMAINING PARTS AND ACCESORIES, NINETY DAYS LABOR. CUSTOMER SHALL PROVIDE POWER CIRCUITS OF 120VAC. WHERE NEEDED.



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THESE ITEMS WILL BE INCLUDED IN EXISTING MAINTENANCE AND REPLACEMENT CONTRACT WITH PREPA. MANUFACTURERS REQUIRED MAINTENANCE INTERVAL SERVICE AND ANY WARRANTY CLAIM SERVICE WILL BE PERFORMED DURING SCHEDULED CONTRACT SERVICE SCHEDULE.

REQUISITOS:

LOS SERVICIOS SE REALIZARAN DE LUNES A VIERNES Y DURANTE HORAS DE TRABAJO DE LA AEE 7:30 AM - 4:00 PM.

SEGUROS:

EL CONTRATISTA AGRACIADO PROVEERÁ UN CERTIFICADO EN ORIGINAL FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LA CUBIERTA DE LOS SIGUIENTES SEGUROS:

CORPORACIÓN DEL FONDO DEL SEGURO DEL ESTADO

SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00

SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 - LIMITE SENCILLO COMBINADO

SEGURO DE RESPONSABILIDAD PATRONAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 - LIMITE SENCILLO COMBINADO

TERMINOS Y CONDICIONES:

EL CONTRATISTA OBTENDRÁ Y MANTENDRÁ VIGENTE DURANTE LA DURACIÓN DEL CONTRATO LOS PERMISOS APROPIADOS DE TODAS LAS AUTORIDADES REGULADORAS MUNICIPALES, ESTATALES Y FEDERALES, RESPECTO A LOS SERVICIOS OFRECIDOS.

EN CASO DE INCUMPLIMIENTO DE SERVICIO O DE NO SER SATISFACTORIO, LA AUTORIDAD SE RESERVA EL DERECHO DE CANCELAR ESTE CONTRATO EN CUALQUIER MOMENTO SIN NECESIDAD DE NOTIFICACIÓN PREVIA.

EL CONTRATISTA DISPONDRÁ DE TODO MATERIAL, EQUIPOS Y DEMÁS OBJETOS REMOVIDOS DURANTE EL SERVICIO, CUMPLIENDO CON LAS REGULACIONES Y LEYES AMBIENTALES VIGENTES. EL CONTRATISTA DISPONDRÁ ADECUADAMENTE DE LOS DESPERDICIOS GENERADOS DURANTE LA REALIZACIÓN DE LOS TRABAJOS DESCRITOS EN ESTE DOCUMENTO.



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EL CONTRATISTA ACUERDA LLEVAR A CABO TODOS LOS TRABAJOS CONTRATADOS EN CUMPLIMIENTO CON TODAS LAS LEYES, REGLAMENTACIONES U ORDENANZAS FEDERALES, ESTATALES Y MUNICIPALES DE SALUD Y SEGURIDAD.

EL CONTRATISTA SERA RESPONSABLE POR TODOS LOS DAÑOS QUE SE OCASIONE A PERSONAS O LA PROPIEDAD, COMO RESULTADO DE SU FALTA O NEGLIGENCIA EN RELACION CON EL TRABAJO QUE SE LLEVA A CABO.

TERMINO DE PAGOS: NETO 60 DIAS

EL CONTRATISTA ACUERDA LLEVAR A CABO TODOS LOS TRABAJOS CONTRATADOS EN CUMPLIMIENTO CON TODAS LAS LEYES, REGLAMENTACIONES U ORDENANZAS FEDERALES, ESTATALES Y MUNICIPALES DE SALUD Y SEGURIDAD.

CLAUSULA DE SERVICIOS INTERAGENCIALES: AMBAS PARTES CONTRATANTES RECONOCEN Y ACCEDEN A QUE LOS SERVICIOS CONTRATADOS PODRÁN SER BRINDADOS A CUALQUIER ENTIDAD DE LA RAMA EJECUTIVA CON LA CUAL LA ENTIDAD CONTRATANTE REALICE UN ACUERDO INTERAGENCIAL O POR DISPOSICIÓN DIRECTA DE LA SECRETARIA DE LA GOBERNACIÓN. ESTOS SERVICIOS SE REALIZARAN BAJO LOS MISMOS TÉRMINOS Y CONDICIONES EN CUANTO A HORAS DE TRABAJO Y COMPENSACIÓN CONSIGNADOS EN ESTE CONTRATO. PARA EFECTOS DE ESTA CLÁUSULA, EL TÉRMINO "ENTIDAD DE LA RAMA EJECUTIVA" INCLUYE A TODAS LAS AGENCIAS DEL GOBIERNO DE PUERTO RICO, ASI COMO A LAS INSTRUMENTALIDADES Y CORPORACIONES PÚBLICAS Y A LA OFICINA DEL GOBERNADOR.

CLÁUSULA DE TERMINACIÓN: LA SECRETARIA DE LA GOBERNACIÓN TENDRÁ LA FACULTAD PARA DAR POR TERMINADO EL PRESENTE CONTRATO EN CUALQUIER MOMENTO.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO

- 1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.
- 2. EL CONTRATISTA SOMETERÁ UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO "LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO", O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O



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CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.

- 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.
- 4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

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.



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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 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.

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 EXCEMPT OF 6.6%



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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 EXCEMPT 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.

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



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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.

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 EFECTÙE 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



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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 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



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(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 Leyes de Ética which is available at:

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

Attachment E

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PUERTO RICO ELECTRIC POWER AUTHORITY

2022-P00052

Contract

Mail Invoice To:	Vendor:			
AUTORIDAD DE ENERGIA ECECTRICA	R G ENGINEERING INC			
DIVISION DE TESORERIA	605 CONDADO STREET			
P.O. BOX 70253	SAN ALBERTO BLDG STE 322			
SAN JUAN PR 00936- 8253	SAN JUAN PR 00907			
Please Direct Inquiries To:	Work Location:			
ANGELICA ROSARIO DAVILA	SAN JUAN			
AROSARIO16128@AEEPR.COM	SAN JUAN FO STORAGE			
Title PROCUREMENT SUPV G3	SAN JUAN PR PR			
Phone/Alternate Phone:	•			
· ·	war and the second of the seco			
Fax				
Title	-			
	DULES D & E INSTALLATION			

Contract Value

Total Value	\$ 3,265,530.	USD	** NOT TO EXCEED **		
	0000		Account Number	01-1071-34601-555-348	
Pricing Method	ESTIMATE				
Contract Type	SERVICES		Start Date	1/10/22	
Project			End Date		

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PUERTO RICO ELECTRIC, POWER AUTHORITY

Contract

Signatures	
Vendor Authorized Signature Michelle Camino Bonilla/ Vice President	A Childhorized Signature
Printed Name/Title	Printed Name/Title
January 18, 2022 Date Signed Phone	Date Signed Phone

S.S.

Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Y	EQUAL OPPORTUNITY
	PH000002	005	s	Υ	COMPLIANCE WITH LAWS.
	PH000005	024	S	Υ	DOCUMENTOS Y REQUISITOS GENERALES PARA
	PH000009	019	s	Y	INSTRUCCIONES PARA SUBASTAS FORMALES

Scope of Work

CONTRATO 0091792

CR 248668

SJ5 HEAT RECOVERY STEAM GENERATOR MODULES D & E INSTALLATION

SE ADJUDICA CONTRATO SEGÚN TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPANIA EN EL PROCESO DE SUBASTA FORMAL DE RFP 0003203.

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DESGLOSE DE COSTOS:

1. Scope of Work: \$3,069,000.00

2. Possible Extra Work: \$77,800.00

3. Time and Material Matrix: \$118,730.00

TOTAL DE CONTRATO \$3,265,530.00

ARTICLE 1. Scope of Contract

The Contractor shall furnish all engineering, skilled and nonskilled staff, design, labor, materials, equipment, tools, supervision, tests, services, payment of municipal taxes and patents and all necessary permits of the corresponding local, state, and federal government agencies for providing the man power required for the rehabilitation of the HRSG 5 in strict accordance with the provisions of this Contract, including the General Conditions, Special Conditions, Technical Specifications, Proposal Forms, Contractor's Bidding Proposal, and reference drawings, all of which are hereby made a part hereof (Services). Provided that, on or before the term of this Contract is expired, as part of its obligations herein stated, the Contractor shall deliver to PREPA a true and exact copy of all diagrams, plans, sketches, maps, and other documents used in the performance of contracted works and for which a third party copyright or patent right would not be an impediment for such delivery.

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ARTICLE 2. Definitions

Whenever the words defined in this article or pronouns used instead in this Contract, they shall have the meanings here given:

- 2.1 Act of God ¿ an Act of God is construed herein to mean an earthquake, hurricane or other cataclysmic phenomenon of nature not ordinarily occurring. Rains, windstorms, floods or other natural phenomenon of normal intensity for the particular locality as determined by the preceding five (5) year monthly average from records of the nearest National Oceanic and Atmospheric Administration recording station shall not be construe as an Act of God.
- 2.2 Applicable Law & shall mean any federal, state or local act, statute, law, code, rule, regulation or order applicable to Contractor&s performance of the work.
- 2.3 Calendar Day & shall mean every 24-hour day shown on the calendar, beginning and ending at midnight.
- 2.4 Contracting Officer shall mean PREPA¿s Chief Executive Officer, acting directly or through his properly authorized agents.
- 2.5 Completion Date ¿ date in which all tasks and project scope had been completed.

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- 2.6 Contract shall mean, collectively, all the covenants, terms, and stipulations in these articles of agreement, and in all supplementary documents hereto attached which constitute essential parts of the Contract and are hereby made part thereof, to wit:
- a. Contract
- b. Invitation to Bid and Advertisement for Bids
- c. Instruction to Bidders
- d. Technical Specifications & Special Conditions
- e. Drawings
- f. Proposal Forms
- q. Performance and Payment Bonds
- h. Letter of Award
- i. Contractor's Bid Proposal dated [INSERT DATE] including Bid Data and Schedules

Except as otherwise provided in this Contract, if any provision contained in Contractoris Proposal dated [INSERT DATE] is in conflict with the terms and conditions of the Contract, the terms and conditions of the Contract shall prevail.

2.7 Construction Manager - shall mean the professional assigned by the Contractor to provide the construction management services on the project. This professional shall be an engineer registered in Puerto Rico and an

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active member of the Puerto Rico College of Engineers and Land Surveyors

- 2.8 Change Order A written agreement between the parties that sets out changes (in price, time, or scope of work) to the Contract.
- 2.9 Critical Path Method (CPM) ¿ A scheduling technique used to plan and control a project which combines all relevant information into a single plan defining the sequence and duration of operations and depict the interrelationship of the work elements to complete the project. The critical path is defined as the longest sequence of activities in a network which establishes the minimum length of the time for accomplishment the last event of the project.
- 2.10 Delay Event that extends (affect) the completion date of the project, by affecting tasks on the critical path. The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involve with this request.
- 2.11 Disruption The effect of events upon a non-critical path that, while using additional recourses and extending the duration of that particular activity, or path of activities, does not extend the end date of the project.
- 2.12 Engineer shall mean the PREPA's Deputy Executive Director of Operations, acting directly or through his properly authorized
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representatives.

- 2.13 Final Acceptance & shall mean the written approval by PREPA that the entire work has been completed and the final cleaning up of the site has been performed and all Punch List items have been rectified.
- 2.14 Force Account Work Extra work in which the Contractor delegate the administration to PREPA and that is paid for on the basis of actual costs for labor, materials, equipment, bonds, insurance, and taxes, plus an established allowance, as provided in this Contract or Special Conditions
- 2.15 Letter of Award (LOA) ¿ Letter signed by the Director of the Generation, to notify the bidder that the bid is being awarded to him and to require documents prior to contract signing, such as but not limited to; Corporate Resolution, evidence of payment and certificate of the Puerto Rico State Insurance Fund, municipal taxes, Construction excise taxes, certificate of insurances and endorsements, payment and performance bonds. The Contractor shall, not later than ten (10) working days, after receipt of the Letter of Award (LOA), furnish all documents required therein.
- 2.16 Letter of Release & Letter signed by the Contractor&s contracting officer and notarized stating that the Contractor has no debt with, but no limited to, subcontractors, consultants, material and services supplier, Federal and State Agencies, Municipality, manufacturer or Insurance Agency.

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- 2.17 Notice to Proceed ¿ a written order sent to the Contractor by the Contracting Officer, or his designated representative, notifying the Contractor of the date upon which the Contractor is given authority to begin the work.
- 2.18 Owner ¿ designates the Puerto Rico Electric Power Authority (PREPA).
- 2.19 Punch List shall mean the list of non-conforming or incomplete work items that are identified by PREPA as been required for the Final Acceptance of the work.
- 2.20 Resident Engineer shall mean the manager of the field office responsible for, but not limited to, the administrative issues, quality control, and technical aspects of the project. This person shall be an engineer register in Puerto Rico and an active member of the Puerto Rico College of Engineers and Land Surveyors. The Resident Engineer shall always be present on site for the Contractor to be able to perform any task of the project.
- 2.21 Safety Officer ¿ shall be the person designated by the Contractor whose duty shall be the prevention of accidents and implement, both, the Safety and Health Program and the Site-Specific Work Plan. The Safety Officer may be the Contractor¿s project superintendent or supervisor and shall comply with occupational safety and health requirements for the

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construction industry. The Safety Officer shall be present, at all times, on site in order to the Contractor be able to perform any task of the project.

- 2.22 Special Conditions & are all special requirements, regulations and/or directions covering conditions peculiar to a particular project.
- 2.23 Substantial Completion shall mean the date certified by PREPA, that the Contractor shall reached the stage of completion when PREPA accepts the legal and safe use of the facility or system for its intended purposes, even though all work is not completed. At the stage, the time of completion of the entire work shall cease and the accruing of penalties.

However, the Contractor shall finish the items included in the punch list and all other pending task or requirement of the contract documents, as required in the Substantial Completion certificate including the following:

- A. Remove old and install new
- a) Module D High Pressure Economizer 3 Tubes Bundles (Harps)
- b) Module D Intermediate Pressure Evaporators Tubes Bundles (Harps)
- c) Module E Intermediate Pressure Economizer Tubes Bundles (Harps)
- d) Module E High Pressure Economizer 1 Tubes Bundles (Harps)
- e) Module E High Pressure Economizer 2 Tubes Bundles (Harps)
- B. HRSG 5 Hydrostatic test approved
- C. Contractor had submitted all debris and excess soil disposal manifests
- D. Site is clean

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- 2.24 Subcontractor ¿ shall mean any subcontractor, supplier, or vendor of Contractor engaged for the purposes of progressing the work under a subcontract with the Contractor and in which the Contractor has no equity interest or profit-sharing affiliation. Any such entity in which the Contractor owns equity or has a profit-sharing affiliation shall be considered to be the Contractor. Contractor shall comply with requirements set forth on ARTICLE 26 ¿ Subcontractors.
- 2.25 Working Day & shall mean each day Monday thru Friday and hours from 7:00 AM to 11:30 AM and from 12:30 PM to 4:00 PM.

ARTICLE 3. Consideration

The total amount to be paid under this Contract shall not exceed \$3,069,000.00 plus any additional amount to be paid due to extra work ordered and accepted by the Engineer and approved by the Contracting Officer, according to ARTICLE 8. Changes and/or Extra Work, below. However, nothing herein shall preclude the Parties from agreeing to increase the Contract Amount by written amendment signed by both Parties.

The Contractor shall submit its invoices for work already done according to the payment schedule approved by the Engineer together with the technical supporting documents of required tests and/or for work already completed according to the Technical Specifications and Special Conditions, together with the technical supporting documents. All invoices

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shall be subject to the Engineer's approval before paid and shall include all other documents required in the Special Conditions. All invoices shall be subject to PREPA¿s approval before being paid, and its payment shall be done within sixty (60) days after the date of its approval. PREPA shall retain ten percent (10%) of each payment until completion and acceptance of all Services.

Unless otherwise provided in the specifications, partial payment will be made as the work progresses at the end of each month, or as soon thereafter as practicable, on estimates made and approved by the Engineer or the Contracting Officer in accordance with PREPA's internal regulations.

In preparing estimates the material delivered on the site may be taken into consideration; provided that, the Contractor submits evidence as signed receipts or other documentary evidence to prove that the actual costs of the materials or equipment (materials or equipment for now on is referred as materials) for which he is to receive advance payment has been paid in full. If said materials have not been paid for in full, the invoice shall accompanied by a release from Bond Company and the materials dealer expressing their agreement with the payment for such materials to the Contractor by PREPA, in which it expressly state that no claim shall be done against PREPA for non-payment. Materials shall be properly housed or stored at the job site in a manner which will insure the preservation of their quality and fitness for the work and that the Contractor shall not withdraw said material for any purpose other than incorporation into the work. Storage and protection cost, and the cost of replacing lost or

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damage materials shall be borne by the Contractor.

If at any time after the Contractor has receive advance payment for materials on site, the Engineer obtains evidence indicating that said materials, or any part or parts thereof, are defective, or that said materials, or part thereof, do not conform to the specifications, the Engineer will proceed to deduct from any of the succeeding partial payments due to the Contractor for the work actually performed, a sum sufficient to cover the cost of the materials, or parts thereof, found to be defective.

After Final Acceptance, PREPA will pay to Contractor all retained percentages less

the corresponding deductions. The Contractor shall submit a Letter of Release

(¿Carta de Relevo¿), WHICH SHALL BE NOTARIZED and in which the Contractor shall state that there is not debt with any sub-contractor, manufacturer, employee, government agency, municipality and service or materials provider.

Invoices must also include a written and signed certification stating that no officer or employee of PREPA, and their respective subsidiaries or affiliates, will personally derive or obtain any benefit or profit of any kind from this Contract, with the acknowledgment that invoices that do not include this certification will not be paid. This certification must read

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as follows

We certify under penalty of absolute nullity that no public servant of PREPA is a party or has any interest in the benefit or profit product of the Contract, which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Contract. The only consideration to be received in exchange for the delivery of Services provided is the agreed-upon price that has been negotiated with an authorized representative of PREPA. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received.

Contractor¿s Signature

All professionals admitted to practice a profession in Puerto Rico, who will provide services through this Contract; must provide prior to the execution of the Contract evidence of said license issued by the corresponding regulatory entity.

ARTICLE 4. Commencement and Completion of Work

4.1 General

The Contractor shall be required to complete all task and project scope within sixty (60) calendar days from the date of the Notice to Proceed, subject to the provisions stated in Article 8, Changes and/or Extra Work,

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Article 13, Force Majeure; Article17 Termination for Convenience; and Article 18 Termination for Cause. 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 beginning of commencement of work.

Mobilization shall be completed within seven (7) days after the Notice to Proceed. Both Parties agree that time is the essence of the Contract.

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 of October 30, 1975,

No. 18, as amended.

The Contractor shall, not later than ten (10) working days, after receipt of the Letter of Award (LOA) signed by the Engineer, furnish all documents required therein.

4.2 Schedule of Proposed Progress

The Contractor, within three (3) days after receipt of the Mobilization letter shall file with the Engineer a schedule of proposed progress and the proposed detailed method of carrying on the Services including a full

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statement of equipment and equipment layout for the job. This progress chart and statement of operations shall show the dates of commencement and completion of each item of the Services. This schedule shall also include the milestones for the submittals and material ordering, the critical path of the project, and the

man-hours per item. The Contractor shall provide for the use of adequate and sufficient equipment and force and a method of operations to assure the completion of the work within allotted time. The schedule shall be weekly actualized and submitted to PREPA for approval. All requirements on the attached Special Conditions shall also apply.

4.3 S-curve Graph

The Contractor shall file the S-curve Graph within fifteen (15) days after receipt of the Notice to Proceed. The S-curve shall be plotted with the percent of work completed in the Y-axis and the cost in the X-axis. This graph shall be based on the proposed schedule define on Section 4.2 above.

4.4 Payment Schedule

The Contractor within three (3) days after receipt of the Notice to Proceed or Mobilization letter shall file with the Engineer the Schedule of Payment (Breakdown for Payment). The Schedule of Payment shall be balanced throughout the whole project and if said schedule is not

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satisfactory to the Engineer, it shall be revised by the Contractor and resubmitted for its approval.

ARTICLE 5. Suspension of Work

The Contracting Officer may, at any time, suspend the whole or any portion of the Services under this Contract, but this right shall not be construed as denying the Contractor actual reasonable and necessary expenses due to delays, caused by such suspension. These expenses shall not be allowed when ordered by the Contracting Officer because of a Force Majeure Event, as defined in Article 13, Force Majeure. The cause of such suspension shall be put in writing by the Contracting Officer within two (2) working days after the suspension or as soon as practicable.

ARTICLE 6. Other Work at the Site

PREPA reserves the right to perform other work by force account and/or enter into other contracts in connection with the Services. The Contractor shall afford PREPA and other contractor reasonable opportunity for the introduction and storage of materials and the execution of the work and shall properly connect and coordinate his work with theirs. The Contractor shall inspect and promptly report to PREPA any defects in such work or any conflicts between such work and that of the Contractor.

ARTICLE 7. Submittals

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The Engineer shall evaluate submittals within fifteen (15) working days to mark them as approved, approved as corrected or disapproved, as it becomes necessary.

The Contractor is responsible to submit a digital copy of the submittals. All disapproved submittals shall be corrected as required and resubmitted for PREPA's evaluation. In case of discrepancy in the submittals, including Contractoris disagreement with corrections requested by the Engineer or PREPA, the matter shall be submitted to the Engineer, and the Contractor shall not proceed with the work so affected until the Parties resolve such discrepancy in good faith.

Review or approval of Contractoris submittals shall in no way relieve the Contractor from its responsibilities, obligations or liabilities under this Contract.

The Contractor shall obtain such reviews or approval in writing from PREPA. The Contractor shall keep at the site one hard copy of the Contract documents, specifications and drawings, and shall give the Engineer access thereto. Anything called for in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if called for or shown on both. All construction work called for in the specifications and/or shown on the drawings to be performed by the Contractor shall be performed in strict accordance with the technical requirements of the Specifications.



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Before commencement of Services, the Contractor shall submit for PREPALS approval the Occupational Safety and Health Program required in Article 44. Safety Provisions.--

ARTICLE 8. Changes and/or Extra Work

PREPA may, at any time, make changes or order extra work within the Scope of Work subject to previous written approval of the Contracting Officer. Changes requested by PREPA may include, but not limited to, changes:

1. In the specifications including drawings and design.

- 2. In the method or manner of performance of the Services.
- 3. In PREPALs furnished facilities, equipment, materials, services, or site; and/or,
- 4. Acceleration in the performance of the Services.

Within three (3) working days after receipt of PREPA's written order of a change in the work (or such shorter or longer period of time as may be reasonably required as agree by PREPA and the Contractor), Contractor shall promptly notify PREPA of the cost, schedule and other impact(s) Contractor anticipate as a result of the change. If PREPA agrees with the Contractor's statement as to the impact of the change, the Parties shall proceed promptly to enter into a written change order in connection with such change to equitably adjust Contractor's cost (increase or decrease),

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schedule (lengthen or shorten), or other obligations under Contract in connection with such change. PREPA shall promptly notify Contractor in writing of the basis for any disagreement and PREPA and Contractor shall negotiate in good faith to resolve any issues in order to, when applicable, enter into a written change order to equitably adjust Contractor's cost (increase or decrease), schedule (lengthen or shorten), or other obligations under the Contract in connection with such change. Acceptance of the change order and an adjustment in the Contract Amount and/or Contract time shall not be unreasonable withheld.

If agreement on the prices for the extra work cannot be reached between PREPA and the Contractor, PREPA may order in writing the Contractor to perform the required work on a force account basis. Payment for such Force Account work shall be as specified in Article 12 - Force Account, of the Technical Specifications and Special Conditions. PREPA may also elect to have such work performed by its own forces or by separate contract.

In order to facilitate review of quotations for extras or credits, all proposals submitted by Contractor in connection with a change in the work by PREPA, except those so minor that their propriety can be seen by inspections, shall be accomplished by a complete itemization of the costs including labor, materials, equipment and subcontracts. When subcontractors perform major cost items, they shall be itemized.

ARTICLE 9. Inspection

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9.1.1 Periodic Inspection

All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by PREPA's inspectors, at all reasonable times. PREPA shall have the right to reject defective material, equipment or workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material and equipment furnished by the Contractor shall be satisfactorily replaced with proper material and equipment, without charge to PREPA. The Contractor shall promptly remove rejected material from the premises. The Contractor shall furnish promptly all reasonable facilities, labor, materials, and equipment necessary for the safe and convenient inspection and tests that may be performed in such manners as not to unnecessarily delay the work.

9.1.2 Final Inspection

Whenever all the materials have been furnished and all work has been performed, including final cleaning up as contemplated in ARTICLE 41. Cleaning Up, all in accordance with the drawings and specifications, the Contractor shall notify in writing the Engineer that said work is completed and ready for final inspection. Final inspection shall occur within a ten (10) working days period after the Engineer has received notice from the Contractor of the satisfactory completion of the installation of the equipment. ---

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After receipt of notice, PREPA will notify Contractor of the exact date and time of the final inspection and Contractor shall accommodate PREPA's specific time. If all installation work provided for and contemplated by the Contract is found completed in accordance with the specifications, this inspection shall constitute the final inspection and the Completion Date shall be established as the date of receipt of the notice of the Contractor that the work was completed and ready for final inspection. If, however, upon inspection by the Engineer it is found that any work, in whole or in part, is unsatisfactory, the Engineer shall give the Contractor the necessary instructions as to replacement of material and performance of work necessary to final completion and acceptance and the Contractor shall immediately comply with and execute such instructions. Upon satisfactory replacement and performance of such work, the Contractor shall notify the Engineer, and another inspection shall be made which will constitute the final inspection if the said material is found to have been acceptably replaced and the work completed satisfactorily. In such event, the date of receipt of this last notice of the Contractor will be established as the Completion Date of the work or any separable part thereof under the Contract. The Completion Date, thus established, shall be used in calculating the actual time of performance of the work.

The determination of whether a project is substantially completed is at the discretion of PREPA. This project shall be considered substantially

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completed as established in the Article 2.23, Substantial Completion, when PREPA accepts the legal and safe use of the facility or system for its intended purposes, even though not all work is completed. At the stage, the time of completion of the entire work shall cease and the accruing of penalties. However, the Contractor shall finish all items included in the Punch List before Final Acceptance of Services, including items listed in Article 2.23, Substantial

Completion.

ARTICLE 10. Superintendence by the Contractor

Before commencement of the work, the Contractor shall designate a competent construction manager, satisfactory to the Engineer, with the expertise and resources necessary to provide construction management services. The Contractor shall also designate a competent resident engineer, satisfactory to the Engineer, on the work site, at all times, during progress of the work, with authority to act for him. The construction manager and resident engineer shall represent the Contractor on his absence and all directions given to him by the Engineer shall be as binding as if given to the Contractor. The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unsuitable or unskilled person in the work assigned to him. In addition, the Contractor shall be fully responsible for the negligent or wrongful acts or omissions of subcontractors or of persons both directly or indirectly employed by the

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Contractor and shall be liable to PREPA and/or any affected third parties for such acts or omissions.

ARTICLE 11. Sanitary Facilities

The Contractor shall furnish and maintain satisfactory, sanitary facilities for the use of the workers engaged in the construction, as required by law or regulations.

ARTICLE 12. Access to Work

The Contractor shall permit all persons appointed or authorized by PREPA to visit and inspect the work, or any part thereof at all times, and places during the progress of it. ---

ARTICLE 13. Force Majeure

The Parties hereto shall be excused from performing hereunder and shall not be liable in damages or otherwise, if and only to the extent that they shall be unable to perform or are prevented from performing by a force majeure event. For purposes of this Contract, force majeure means any cause without the fault or negligence, and beyond the reasonable control of, the party claiming the occurrence of a force majeure event. Force majeure may include, but not be limited to, the following: Acts of God, industrial disturbances, acts of the public, enemy, war, blockages, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods,

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civil disturbances, lockouts, fires, explosions, interruptions of services due to the acts or failure to act of any governmental authority or private company, provided that these events, or any other claimed as a force majeure event, and/or its effects, are beyond the reasonable control and without the fault or negligence of the party claiming the force majeure, and that such party, within ten (10) days after the occurrence of the alleged force majeure, gives the other party written notice describing the particulars of the occurrence and its estimated duration. The burden of proof as to whether a force majeure has occurred shall be on the party claiming the force majeure.

ARTICLE 14. Penalty for Delays

If the Contractor fails to complete the work, or any separable part thereof, within the time established in the Article 4, Commencement and Completion of Work, the Contractor shall pay to PREPA a penalty of twenty five thousand dollars (\$25,000) for each calendar day of delay in completing the Services, up to a maximum of fifteen percent (15%) of the of the Contract Amount, and the Contractor and his sureties shall be joint and several liable for said amount. In the event that the Contractor, due to his delay, had pay the total amount of the penalty, and has failed to complete the Services or any part separable thereof, it could be considered a breach of the Contract, and PREPA may terminate the Contract, execute the performance bond and pursue any other remedies under this Contract, law or equity.

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In case of delay, the Contractor shall within ten (10) days from the beginning of any such delay notify the Head, Engineering and Technical Services Division in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the Services when, in his judgment, the findings of facts justify such an extension, and his findings of facts thereon shall be final and conclusive on the parties hereto, subject only to appeal by the Contractor as provided in

Article 30, Disputes, hereof; provided that, no claim shall be made by the Contractor against PREPA, its agents, contractors, subcontractors, employees, successors, assignees, for any cause whatsoever, during the progress of any portion of the Services embraced in the Contract. Any damages caused by delays or hindrances exclusively by PREPA shall be considered as fully compensated for by the extensions of time as provided above.

If PREPA does not terminate the right of the Contractor to proceed, the Contractor shall continue the Services in which event shall pay to PREPA a penalty in the amount set forth above for each calendar day of delay until the Services are completed, and the Contractor and his sureties shall be liable for the amount thereof; provided that, the right of the Contractor

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PREPA shall have the right to the payment or to the withholding of Contractor's payments in case of Contractor's delay in completion of the Services. The Contractor agrees that the penalty shall not be subject to reduction, moderation or modification, since this penalty is a pecuniary punishment for the delay, and not a liquidation of damages.

ARTICLE 15. Liabilities

15.1 Civil Responsibility

The appearing parties agree that the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico will govern their responsibilities for damages under this Contract.

15.2 Protection Against the Occurrence of Damages

The Contractor agrees to make, use, provide, and take all proper, reasonably necessary and sufficient precautions, safeguards, and protection against the occurrence or happenings of injuries, death and/or damages to any person or property during the progress of the work.

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15.3 Save and Harmless

The Contractor agrees to indemnify and save harmless PREPA for all expenses and costs of any nature (including attorneys' fees) incurred by PREPA arising out of any claim made by any person for personal injuries, including death, sustained by any person, including the employees of Contractor, and for damage to third party property to the extent such injuries, death or third party damages are caused by the fault, negligent acts or omission of Contractor, its employees, subcontractors or affiliated companies, arising out of its or their performance and/or failure to perform the Services.

15.4 Save Harmless for Operation of PREPA's Equipment

The operation of PREPA's equipment by PREPA at its plant site is within the exclusive control of PREPA. PREPA shall indemnify and save harmless the Contractor from loss, expense or liability imposed upon the Contractor for any injury to a person, including death resulting therefrom or damage to any property resulting from the operation of such equipment by PREPA.

If the Contractor is allowed to operate PREPA's equipment at the plant site, the Contractor shall indemnify and save harmless PREPA from loss, expense or liability imposed upon PREPA for any injury to a person, including death resulting there from or damage to any property resulting

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from the operation of such equipment by the Contractor.

15.5 Contractorès Liability

The overall aggregate liability of Contractor with respect to any and all claims arising out of the performance or non-performance of obligations under the Contract, regardless of any legal theory or cause of action under which such liability may arise, shall not exceed the Contract Price (which includes authorized changes, if any). However, the foregoing dollar limitation shall not apply to liability arising from third party claims for bodily injury or third party property damage to the extent such liability results from Contractor's fault or negligent acts or omissions while working under the Contract.

ARTICLE 16. Independent Contractor

The Contractor shall be considered as an independent contractor, for all material purposes under this Contract, and all persons engaged or contracted by the Contractor for the performance of its obligations herein, shall be considered as its employees or agents or those of its subcontractors, and not as employees or agents of PREPA.

In consequence, the Contractor is not entitled to any fringe benefits, such as, but not limited to vacations, sick leave, and other.

ARTICLE 17. Termination for Convenience

PREPA shall have the right to terminate this Contract for convenience, at

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any moment, by providing the other party thirty (30) days written notice by registered mail, return receipt requested, or overnight express mail. If notice is given, this Contract shall terminate upon the expiration of thirty (30) days and PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Contract. The rights, duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) day notice period. Contractor shall have no further right to compensation except for what has been accrued for services rendered under this Contract until said date of effective termination.

ARTICLE 18. Termination for Cause

PREPA shall have the right to terminate this Contract immediately in the event of negligence, dereliction of duty, noncompliance, or material breach by the Contractor, as determined in the sole discretion of PREPA, or for any other reason described elsewhere in this Contract as a basis for termination. In the event the Contract is terminated by PREPA for cause, PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Contract. Contractor shall have no further right to compensation except for what has been accrued for services rendered under this Contract until said date of effective termination.

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ARTICLE 19. Insurance, Bonds, and Indemnities

The Contractor shall secure and maintain in full force and effect during the life of this Contract as provided herein, policies of insurance covering all operations engaged in by the Agreement:

19.1. Commonwealth of Puerto Rico Workmenis Compensation Insurance:

The Contractor shall provide Workmenis Compensation Insurance as required by the Workmenis Compensation Act 45-1935 of the Commonwealth of Puerto Rico. The Contractor shall also be responsible for compliance with said Workmenis Compensation Act by all its subcontractors, agents, and invitees, if any.

The Contractor shall furnish to PREPA a certificate from the Puerto Rico State Insurance Fund showing that all personnel employed in the work are covered by the Workmenis Compensation Insurance, in accordance with this Contract.

19.2 Employeris Liability Insurance

The Contractor shall provide Employer¿s Liability Insurance with minimum bodily injury limits of \$1,000,000 for each employee and \$1,000,000 for each accident, covering against the liability imposed by Law upon the contractor as a result of bodily injury, by accident or disease, including

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death arising out of and in the course of employment, outside of and in the course of employment, and outside of and distinct from any claim under the Workmenis Compensation Act of the Commonwealth of Puerto Rico.

19.3 Commercial General Liability Insurance

The Contractor shall provide a Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. This Policy shall include a completed operations and products coverage.

19.4 Commercial Automobile Liability Insurance

The Contractor shall provide an Automobile Liability Insurance with limits of \$1,000,000 combined single limit covering all owned, non-owned and hired automobiles.

19.5 Professional Liability Insurance

The Contractor shall provide a Professional Liability Insurance with limits of \$1,000,000 per claim and \$2,000,000 per aggregate.

Requirements Under the Policies:

The Commercial General Liability and Automobile Liability Insurance required under this Contract, shall be endorsed to include:

A. As additional insured:

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Puerto Rico Electric Power Authority Risk Management Office PO Box 364267 San Juan, PR 00936-4267

- B. A 30 days cancellation or nonrenewable notice to be sent to the above address.
- C. An endorsement including this Contract under contractual liability coverage and identifying it by number, date and parties to the Contract.
- D. Waiver of Subrogation in favor of PREPA.
- E. Breach of Warranties or Conditions:

¿The Breach of any Warranties or Conditions in these policies by the Contractor shall not prejudice PREPA¿S rights under this policy.¿

Bonds

As a Contract security, the Contractor shall furnish at any time before the execution of the Contract:

A Performance Bond in the amount of one hundred percent (100%) of the contract price, with good and sufficient surety satisfactory to the Authority guaranteeing that the contractor will well and faithfully

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perform the contract work.

A Payment Bond in the amount of one hundred percent (100%) of the contract price, with good and sufficient surety satisfactory to the Authority to guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the work.

All bonds shall be issued in the official form of PREPA.

Furnishing of Policies:

All required policies of insurance shall be in a form acceptable to the Authority and shall be issued only by insurance companies authorized to do business in Puerto Rico.

The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded.

ARTICLE 20. Permits and Licenses

The Contractor shall obtain, maintain and submit evidence of all the licenses, permits and authorizations required to perform all Services and tasks under this Contract, and shall send all notices, pay all fees, and related costs and will comply and will have its subcontractors if any, and

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agents comply with all laws, ordinances, rules, and regulations applicable to the Services.

ARTICLE 21. Other Contracts

PREPA may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors, in accordance with Article 6. Other Work at the Site, of this Contract, and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any acts, which interfere with the performance of work by any other contractor.

ARTICLE 22. Claims for Labor and Materials

The Contractor shall, at his own expense, assume the defense of and save harmless PREPA from claims arising out of and in connection with Contractor furnished labor and materials, and PREPA shall not suffer any mechanics or other liens to remain outstanding against any property used in connection with the Services; and shall, on request, furnish satisfactory evidence that all persons who have done work or furnished materials have been fully paid. If the Contractor fails to comply with his obligations in this respect, PREPA may take such liens or claims and

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may withhold from any monies due to the Contractor such amounts as may be necessary to satisfy and discharge any such claims and any cost and expense incidental thereto.

ARTICLE 23. Minimum Wage Rates

The Contractor and all subcontractors shall comply with the requirements prescribed by the federal Davis-Bacon Act (Public Law 107-217- August 21, 2002 as amended,

40 USC §3141 et seq.). As therein required, contractors and subcontractors performing on contracts funded directly by or assisted in whole or in part with American Recovery and Reinvestment Act appropriations in excess of \$2,000 shall pay all laborers and mechanics not less than the locally prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

ARTICLE 24. Unfair Labor Practice

In the event that the Contractor or any of his subcontractors or agents do not comply with an order issued by the Puerto Rico Labor Relations Board and/or the National Labor Relations Board upon their finding that the Contractor or any of his subcontractors or agents have committed an unfair labor practice, no further payments shall be made by PREPA to the Contractor after the date of the said order. In addition, the Contract

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may be terminated by PREPA, in which case PREPA may take possession of the materials, tools, and appliances on the job site and finish the work by whatever method it may deem expedient. Any declaration by the Puerto Rico Labor Relations Board and/or by the National Labor Relation Board that the contractors or agents have not complied with an order issued by the Board relating to any unfair labor practice, shall be binding, final, and conclusive unless such order is reversed or set aside by a Court of competent jurisdiction.

ARTICLE 25. Assignment

This Contract or any interest therein or any monies due or to become due there under shall not be assigned, mortgaged or otherwise disposed of without the previous consent in writing of the Contracting Officer.

ARTICLE 26. Subcontractors

The Contractor shall not subcontract its rights and obligations under this Contract, except in the event PREPA gives written authorization for such actions. Provided that no subcontract shall be considered for PREPA¿s approval, except when the following requirements are met: (1) the Contractor delivers PREPA a complete, non-marked copy of the signed subcontract, not less than thirty (30) days prior to the effective date of

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the proposed subcontract; (2) the subcontract includes, as a condition for its legal validity and enforceability, a provision whereby PREPA has the right to substitute, subrogate or assume Contractors? rights under the subcontract, in the event that PREPA declares the Contractor in breach or default of any of the Contract terms and conditions; and (3) the subcontract includes, as a condition for its validity and enforceability, a provision establishing for the subcontractor the obligation to comply unconditionally and entirely with all Contractors? obligations under the Contract (mirror image rule), except for such obligations, terms and conditions which exclusively related with works or services not included under the subcontract.

ARTICLE 27. Novation

Contractor and PREPA agree that no amendment, during its term, it's understood as a contractual novation, unless both Parties agree to the contrary, specifically in writing. The previous provision shall be equally applicable in such other cases where PREPA gives the Contractor a time extension for the compliance of any of its obligations under the Contract or where PREPA dispenses the claim or demand of any of its credits or rights under this Contract.

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ARTICLE 28. Patents and Copyrights

The Contractor, at its own expense, shall defend any suit or action brought against PREPA based on a claim that any equipment or part thereof, copyright or

un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance manufactured or used in the performance of this Contract, including their use by PREPA, constitutes an infringement of any patents or copyrights of the United States, if notified promptly in writing by PREPA, and given the authority information, and assistance for the defense of the same and

authority, information, and assistance for the defense of the same, and the Contractor shall pay all damages and costs awarded therein against PREPA. If in such suit the equipment or any part thereof, or the composition, secret process, invention, article or appliance, is held to constitute infringement and its use is enjoined, the Contractor, at its option and expense, shall either procure for PREPA the right to continue using the same or replace it with non-infringing equipment, composition, secret process, invention, article or appliance, or modify it so it becomes non-infringing; or remove it and refund the purchase price.

ARTICLE 29. Waivers

No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. All remedies afforded by PREPA in this

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Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 30. Disputes

Except as otherwise specifically provided in this Contract, all disputes concerning questions of fact arising under this Contract shall be decided by the Head, Engineering and Technical Services Division, subject to written appeal by the Contractor within

thirty (30) days to the Contracting Officer. As soon as practicable thereafter, the Contracting Officer shall inform each party hereto of his decision regarding the dispute, which decision shall be final and conclusive upon the parties hereto, unless such decision is challenged, with in sixty (60) days, on the basis of being arbitrary, malicious or capricious. If such challenge is made, either party may pursue its remedy at law or equity. In the meantime, the Contractor shall diligently proceed with the work as directed.

If no written appeal to the decision by the Contracting Officer is made by the Contractor within the above established timeframe, the Contracting Officer's decision on the dispute shall be deemed final and conclusive and no further remedy shall be pursued by the Contractor.

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ARTICLE 31. Correction of Work After Final Payment
Neither the final certificate for payment nor any provision in the
Contract documents shall relieve the Contractor of responsibility for
faulty materials or workmanship and, unless otherwise specified, he shall
remedy any defects due thereto and pay for any damage to other work
resulting therefore, which shall appear within a period of
one (1) year after final acceptance. PREPA shall give notice of observed
defects with reasonable promptness. All questions arising under this
Article shall be decided by the Engineer, subject to appeal by the
Contractor, as provided in Article 30, Disputes, of this Contract

ARTICLE 32. Laws to be Observed

Contractor shall observe and comply with any and all federal, insular and municipal laws, ordinances and regulations that in any manner affect the Services, and shall observe all such orders and decrees as exist at present or may be enacted prior to the completion of the Services by agencies or courts having any jurisdiction or authority. Contractor shall save harmless and indemnify PREPA and its representatives, officers, agents and servants for fines and penalties paid by PREPA, including attorneyis fees, to governmental authorities as sole result of Contractoris violation of any such law, ordinance, regulation, order or

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decree, whether by Contractor or its employees, subject to limits of liability in Article 15. Liabilities.

ARTICLE 33, Change of Law

During the term of this Contract, any change in law, including, but not limited to changes in applicable tax law, which causes an increase in Contractoris costs when supplying the products or services to be acquired by PREPA, shall be of Contractoris responsibility and PREPA shall not be obliged to make additional payments nor to pay additional sums to the Contract Amount for those products or services.

ARTICLE 34. Choice of Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Also, the contracting parties expressly agree that only the state courts of Puerto Rico will be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing parties may have among them regarding the terms and conditions of this Contract.

ARTICLE 35. Separability

If a court of competent jurisdiction declares any of the Contract provisions as null or invalid, such holding will not affect the validity

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and effectiveness of the remaining provisions of the Contract and the Parties agree to comply with their respective obligations under such provisions not included by the judicial declaration.

ARTICLE 36. Warranty

The Contractor warrants that all materials, parts, equipment and work performed under this Contract comply in all respect with its terms and conditions; that they are free from defects in materials and workmanship; that they are suitable and adequate for the purposes for which they were designed and for such other purposes, and that the Services provided under this Contract will conform with the highest standards of care and practice appropriate to their nature. The warranty period will begin the date on which PREPA accepts the Services and will continue for a period of one (1) year.

The Contractor will, upon written notice by PREPA, fully remedy, free of expense to PREPA, any defects as may develop on Services. The Performance Bond shall cover and serve as guarantee for this warranty. --.
For those materials, parts, equipment, which prove defective or deficient during the warranty period, the Contractor shall, at his own expense, repair or replace, transport-in, from Contractor's facilities to PREPA's site, and transport-out, from PREPA's site to Contractor's facilities, such materials, parts, and/or equipment. The Performance Bond shall cover and serve as guarantee for the Contractor's failure, completely or in part, to properly perform his obligations under this Contract.

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ARTICLE 37. Notice

Any required notice to be given hereunder shall be in writing and will be sufficiently served when delivered in person or properly mailed.

ARTICLE 38. Income Tax Withholding

PREPA will deduct and withhold at source to the Contractor the equivalent of ten percent (10%) from payment for services rendered under this Contract, in compliance with the Internal Revenue Code for a New Puerto Rico, Act No. 1-2011, as amended, section 1062.03. Notwithstanding, the withholding to be done by PREPA as herein stated could be increased to twenty percent (20%) in the event that the Contractor is a nonresident individual, which is a U.S. citizen, as provided by the Act No. 1-2011, section 1062.08; or twenty-nine percent (29%) in the event that the Contractor is a nonresident and non U.S. citizen individual; or a foreign corporation or partnership which is not dedicated to industry or business in Puerto Rico, as provided

by Act No. 1-2011, section 1062.08.

If a Release Letter is issue to the Contractor by the Treasury Department, the Contractor shall be responsible to submit a copy of said Release Letter to PREPA for every calendar year; otherwise, payments under the Contract shall remain subject to withholding at source.

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All invoices shall be segregated by concepts (services, materials, equipment, etc.), to identify the amounts subject to withholding and avoid undue deductions.

ARTICLE 39. Discrimination

The Contractor certifies that he is an employer with equal opportunity employment, and do not discriminate by race reason, color, gender, age, national or social origin, social status, political ideas or affiliation, religion; for being or perceived to be a victim of domestic violence, sexual aggression or harassment, regardless of marital status, sexual orientation, gender identity or immigration status; for physical or mental disability, for veteran status or genetic information.

ARTICLE 40. Other Taxes

All unemployment, retirement, and other Social Security contributions and taxes; all sales, use and excise, privilege, business and occupational taxes, and any other taxes or fees payable by the Contractor are and shall be included as part of his prices.

ARTICLE 41. Cleaning Up

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The Contractor shall remove from PREPA's property and from all public and private property all temporary structures no longer required, rubbish, and waste materials resulting from his operations.

Upon completion of Services, the Contractor shall remove all remaining rubbish, unused materials and other like material, belonging to him or used under his direction during the installation of the equipment. In the event of his failure to do so, PREPA may remove the same at the Contract's expense, and his surety or sureties shall be liable therefore.

ARTICLE 42. Use of Completed Portions

PREPA shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completion of the entire work may not have expired, but such taking possession and use shall not be deemed an acceptance of the work so taken or used or any part thereof. PREPA may require the Contractor to expedite the completion of any part of the work for provisional use by PREPA and the Contractor shall comply with such request. If such order of completion or prior use increases the cost of the work or delays the work, the Contractor shall be entitled to such extra compensation or extension of time as agreed by the Parties.

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ARTICLE 43. Quality Assurance

The Contractor shall submit for evaluation and approval by PREPA a quality control program and establish a quality assurance program, also evaluated and approved by PREPA, to satisfy all applicable regulation and requirements specified in the procurement documents and satisfactory to PREPA. The program shall contain all those measures necessary to assure that all basic technical requisites ask for in the drawings, codes, tests, and inspections for design, fabrication, cleaning, installation, packing, handling, shipping, long term storage, when necessary, and test equipment are fulfilled. PREPA reserves the right to conduct audits and inspections to the facilities, activities, and/or documents when estimated and without previous notification necessary in order to assure that the quality control program is adequate and properly implemented.

The Contractor shall allow PREPA access to its facilities and documents, so that PREPA, through audits and inspections can verify the quality of the labor, equipment, products, services, and any other related items provided by the Contractor. In every case in which the materials or services furnished to PREPA are subcontracted partially or totally, by the Contractor, the Contractor shall request the subcontractor to accept and comply with all the requirements of this Article.

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ARTICLE 44. Safety Provisions

- 44.1 The Contractor shall have an Occupational Safety and Health Program. A copy of this Program will be delivered to the Occupational Safety Department. The Program shall comply with the following minimum requirements of a health and safety program:
- a. It shall comply with all requirements from all applicable regulations included in the 29 CFR 1900.1. The Program shall have been updated within the past year from the delivery date to PREPA.
- b. It shall establish the mechanisms used to update and audit compliance with itself.
- c. It shall include an accident or incident investigation procedure. This procedure will always include the preparation of a report, which will be submitted to the Occupational Safety Department of PREPA.
- 44.2 The Contractor shall submit, for evaluation by the Occupational Safety Department, a copy of a Site-Specific Work Plan. This plan shall include, but not be limited to, the following aspects:
- a. Objectives of the Work Plan
- b. Description of the activities

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- c. Occupational safety and health considerations to be addressed before commencement of the project.
- d. Procedures for achieving compliance with the applicable regulations, including, but not limited to:
- i. Occupational Exposure to Lead (29 CFR 1926.62)
- ii. Scaffolds (29 CFR 1926 Subpart L)
- iii. Confined Spaces (29 CFR 1910.146)
- iv. Occupational Exposure to Noise (29 CFR 1910.95)
- v. Hazardous Materials (29 CFR 1910 Subpart H)
- vi. Personal Protective Equipment (29 CFR Subpart I)
- vii. Hazard Communication (29 CFR 1910,1200)
- viii, HAZWOPER (29 CFR 1910.120)
- ix. Fire Protection (29 CFR 1910 Subpart L)
- x. Commercial Diving (29 CFR 1910 Subpart T)
- xi. Respiratory Protection (29 CFR 1910.134)
- xii. Fall Protection (29 CFR 1926 Subpart M)
- xiii. Electrical (29 CFR 1926 Subpart K)
- xiv. Welding (29 CFR 1926 Subpart J)
- xv. Excavations (29 CFR 1926 Subpart P)
- xvi, Demolitions (29 CFR 1926 Subpart T)
- xvii. Blasting & Explosives (29 CFR 1926 Subpart U)
- xviii. Ventilation (29 CFR 1926.57)
- xix. Tools, Hand, and Powered (1926 Subpart I)
- xx. Electric Industry (29 CFR 1910.269)

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xxi. Lockout/Tagout (29 CFR 1910.147)
xxii. Asbestos (29 CFR 1910.1001)

- e. It will also include any other regulation or guidelines related to safety and health that could be applicable to the scope of work, and contingency procedures that include how to proceed in an emergency situation, such as fire or chemical spill, among others.
- f. A list of all specialized personnel needed. Also, include copy of all training certificates, licenses or certifications required, according to the scope of work. For example: pesticide applicator, electrician, spill responder, refrigeration technician, DOT training for hazardous substances, etc. All these certificates and licenses shall be up to date.
- g. Copy of the Material Safety Data Sheets (MSDS) of all chemical products to be used during the project, for evaluation and approval by PREPALS Occupational Safety and Health Office (Hazard Communication Section).
- h. Certification of compliance with medical surveillance requirements, according to scope of work.
- i. Certification of compliance with Fit Test requirements for the use of respirators that make a face seal.
- j. Safety equipment and materials to be used during the project.
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- k. Procedures to verify the work area after each workday and at the end of the project.
- l. Each Contractor/Subcontractor shall comply with a 100% drug /alcohol free work zone. At minimum, pre-project and post-accident testing is required. A positive post-accident test or positive pre-project test will result in worker dismissal from the project. Testing will be performed in following closely the NIDA standards.
- 44.3 Before commencement of work, the Contractor shall take part in a coordination meeting with the designated Safety Officer and Construction Manager, and the project manager on PREPALs behalf. During this meeting the areas to be worked on will be toured, the site-specific work plan will be discussed and reviewed, and amendments to it could be required.
- 44.4 If the contracted services include demolition activities (as defined per ANSI A10.6 ¿ 1990: Demolition ¿ the dismantling, razing or wrecking of any fixed building or structure or any part thereof) that will be carried out in buildings or structures, that because of their construction date or prior use, are suspected to contain asbestos, lead based paint or other hazardous materials, the Contractor will require a certification from the project manager or owner stating that the building or structure is free of such materials.

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- 44.5 Services including activities inside buildings occupied by working personnel, that could create a hazard to their safety or health, will be offered AFTER PREPA¿S WORKING HOURS. The Contractor will take all steps necessary to assure the area will be free of nuisance odors or vapors before is reoccupy by PREPA¿s personnel. All these will be done in coordination with PREPA¿s local supervisor.
- 44.6 The Contractor shall assure that all wastes are removed and properly disposed of, in accordance with all applicable laws and regulations, at the end of every work shift and after the completion of the project.
- 44.7 All chemical products to be used shall be classified as Approved or Conditionally Approved by PREPALS Hazard Communication Section.
- 44.8 Welding operations will comply with the requirements of OSHA, ANSI and NFPA.
- 44.9 If the project involves the handling of non-asbestos insulation or other dust generating materials, like gypsum board, steps shall be taken to prevent the release of the dust to adjacent areas
- 44.10 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the work and all other persons who may be affected. Also, to the work, property, material and equipment on or off

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the site, under the care, custody or control of the Contractor or any of his subcontractors.

44.11 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

44.12 The Contractor shall designate a responsible Safety Officer of his organization, evaluated and approved by PREPA, who shall be at all times at the project site, whose only duty shall be the prevention of accidents, implement both the Safety and Health Program and the Site Specific Work Plan in coordination with the Safety Officer from PREPA. The Contractor's Safety Officer shall had successfully completed the thirty (30) hours Occupational Safety and Health Administration course in occupational safety and health standards for the construction industry. Contractor shall also have on site available at any time the latest revision of the OSHA Standards for the Construction Industry Manual.

44.13 Compliance with all safety provisions by subcontractors shall be the responsibility of the Contractor.

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44.14 Contractor agrees that it shall perform all work in compliance with federal, state and local occupational safety and health regulations, as described in the Site-Specific Work Plan.

44.15 Contractor will obtain and maintain, during the duration of the Contract, the proper permits from all federal, state and local regulatory authorities or other applicable government agency with respect to discharge, disposal, use, storage, handling and transportation of hazardous chemicals and substances as and when applicable law or regulation requires. For projects including the handling of asbestos, lead, or spilled hazardous substances, the notification to EPA or the EQB will be done by the Contractor, but in coordination with the Safety Officer and the Environmental Advisor or Officer.

44.16 Contractor will not cause or permit any hazardous chemical or product containing a hazardous chemical to be at, or in the vicinity of, any place where any employee, agent, or contractor of PREPA, or any employee of any such agent or Contractor, may be at risk or exposed to hazard as a result thereof during normal use or any foreseeable emergency.

44.17 Contractor will defend, indemnify and hold harmless, PREPA, its employees, agents or assignees for any and all direct liabilities and expenses arising out of contractor noncompliance with these clauses



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irrespective of any other terms of this Contract.

ARTICLE 45. Environmental Liabilities

The Contractor agrees to indemnify PREPA for all expenses and costs of any nature arising out of any claim due to an environmental violation, caused by his agents, employees, subcontractors or assigns during the performance or non-performance of its obligations under the Contract. The Contractor shall have available, and close to the working area, the necessary equipment to control and pick-up any spills that could occur during the performance of the work required by the Contract. The equipment should include all the necessary materials for the waste disposal. All equipment to be used in the work area should be free of oil, transmission fluid or hydraulic fluid leakages. If the equipment develops a leakage during the work process, it should be repaired or replaced immediately. The Contractor shall inform and coordinate with the Supervisor of the Environmental Section any work to be done to avoid any environmental violation. The Contractor shall comply with all the arrangements established in the Consent Decree between PREPA and the Environmental Protection Agency. -----

PREPA shall dispose of all waste generated because of this work, according to the Environmental regulations. The use of PREPA's waste disposal equipment by the Contractor is not permitted.

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The Contractor, upon completion of the work, shall hand-in the assigned work area free of contaminants according to the laboratory analysis before and after the work. Before starting the work, the Contractor shall submit the work plan to PREPA for evaluation of the Environmental Protection Division.

All chemical analysis shall be performed by PREPA at an approved laboratory. PREPA's personnel will audit the sampling and the disposal of waste material.

The disposal of non-hazardous and hazardous waste material shall be done in a PREPA approved landfill.

The Contractor shall submit evidence of compliance with 49 CFR 72 Sub. Part H (DOT).

A company previously approved by PREPA will perform all remedial actions and environmental work. All work shall be performed according to the Best Management Practice Plan (BMPP), which is part of the Special Conditions of the NPDES Permit. ----

ARTICLE 46. Compliance with the Commonwealth of Puerto Rico Contracting Requirements

The Contractor will comply will all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of

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the Commonwealth of Puerto Rico. Particularly:

A. Executive Order OE-1991-24 of June 18, 1991 to require certification of compliance with the Internal Revenue Services of the Commonwealth of Puerto Rico:

Pursuant to Executive Order OE-1991-24 of June 18, 1991, the Contractor will certify and guarantee that it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. The Contractor further will certify that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. The Contractor shall provide, to the satisfaction of PREPA, and whenever requested by PREPA during the term of this Contract, the necessary documentation to support its compliance with this clause. The Contractor will be given a specific amount of time to produce said documents. During the term of this Contract, the Contractor agrees to pay and/or to remain current with any repayment plan agreed to by the Contractor with the Government of Puerto Rico. Executive Order 19910E24.

B. Executive Order OE-1992-52 of August 28, 1992 to require certification of compliance with the Department of Labor of the Commonwealth of Puerto Rico. Pursuant to Executive Order 1992-52, dated August 28, 1992 amending OE-1991-24, the Contractor will certify and warrant that it has made all payments required for unemployment benefits, workmenis compensation and social security for chauffeurs, whichever is applicable, or that in lieu

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thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every Contractor and Sub Contractor whose service the Contractor has secured in connection with the services to be rendered under this Contract and shall forward evidence to PREPA as to its compliance with this requirement. Executive Order 19920E52.

C. Social Security and Income Tax Retentions: In compliance with Executive

Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., the Contractor will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract.

Executive Order 19910E24; C.F.R. Part 404 et. Seq.

D. Government of Puerto Rico Municipal Tax Collection Center: The Contractor will certify and guarantee that it does not have any current debt with regards to property taxes that may be registered with the Government of Puerto Ricois Municipal Tax Collection Center (known in Spanish as Centro de Recaudación de Ingresos Municipales (¿CRIM¿).

The Contractor further will certify to be current with the payment of any and all property taxes that are or were due to the Government of Puerto

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Rico. The Contractor shall provide, to the satisfaction of PREPA and whenever requested by PREPA during the term of this Contract, Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that Contractor does not owe any tax accruing to such governmental agency. To request such Certification, Contractor will use the form issued by the MRCC (called ¿CRIM-Certificados, Radicación, Estado de Cuenta y Todos los Conceptos¿ in the website).

- E. Puerto Rico Child Support Administration (ASUME): The Contractor shall present, to the satisfaction of PREPA, the necessary documentation certifying that the Contractor nor any of its owners, affiliates of subsidiaries, if applicable, have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with the Puerto Rico Child Support Administration (known in Spanish as the Administración Para el Sustento de Menores (ASUME)). The Contractor will be given a specific amount of time to deliver said documents.

 3 L.P.R.A. § 8611 et seq.
- F. Certificate of Incorporation, or Certificate of Organization or Certificate of Authorization to Do Business in Puerto Rico issued by the Puerto Rico Department of State.
- G. Good Standing Certificate issued by the Puerto Rico Department of State.
- H. The Contractor hereby certifies that it does not represent particular Page 58 of 66



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interests in cases or matters that imply conflicts of interest, or of public policy, between the executive agency and the particular interests it represents.

- I. Articles extracted, produced, assembled, packaged or distributed in Puerto Rico by enterprises with operations in Puerto Rico, or distributed by agents established in Puerto Rico shall be used when the service is rendered, if they are available.
- J. Anti-Corruption Code for a New Puerto Rico.

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. The Contractor hereby certifies that it does not represent particular interests in cases or matters that imply a conflict of interest, or of public policy, between the executive agency and the particular interests it represents.

Contractor shall furnish a sworn statement to the effect that neither 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 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 or any of the crimes



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included in Act 2-2018.

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, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in

Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico 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, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.

PREPA shall have the right to terminate the Contract in the event 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, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico, any of the crimes listed in Articles 250

through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico or any other felony that

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involves misuse of public funds or property, including but not limited to the crimes mentioned 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.

K. If any of the previously required Certifications shows a debt, and Contractor has requested a review or adjustment of this debt, 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, Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments.

Contractor recognizes that submittal of the aforementioned certifications and documents is an essential condition of this Contract; and even in the case that they are partially incorrect, there will be sufficient cause for PREPA to terminate, cancel or rescind the Contract, and Contractor have to refund all payments received.

L. Law 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: The Contractor will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding

Act No. 168-2000, as amended, the same is current and in all aspects in

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compliance. Act No. 168-2000 ¿Law for the Strengthening of the Family Support and Livelihood of Elderly People¿ in Spanish: ¿Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada¿, 3 L.P.R.A. §8611 et seq.

ARTICLE 47. Interagency Services Clause

Pursuant to Memorandum No. 2021-003, Circular Letter 001-2021, of the Office of the Governor of Puerto Rico (Oficina del Gobernador de Puerto Rico) and the Office of Management and Budget (Oficina de Gerencia y Presupuesto de Puerto Rico - OGP), both Parties acknowledge and agree that the contracted services herein may be provided to any entity of the Executive Branch which enters into an interagency agreement with the contracting entity (PREPA)- or by direct provision of the Office of the Chief of Staff of the Governor of Puerto Rico (Secretaría de la Gobernación). These services will be performed under the same terms and conditions regarding hours of work and compensation set forth in this Contract.

ARTICLE 48. Termination Clause

The office of the Chief of Staff shall have the authority to terminate this Contract at any time.

ARTICLE 49. Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico

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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 Contract.

ARTICLE 50. Complete Agreement

This document, together with all attachments referenced herein, constitutes the complete agreement between the Parties.

ARTICLE 51-FEDERAL TERMS AND CONDITIONS PLEASE SEE ANNEX DOCUMENT.

Terms and Conditions - Text

Facility		Standard	PH000001
Revision	004	Description	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,

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Terms and Conditions - Text

Facility		Standard	PH000001
Revision	004	Description	EQUAL OPPORTUNITY
_	mnify Buyer against	or in any way otherwise any claims arising fro	•
discriminatio	n by Seller.		
discriminatio Facility	n by Seller.	Standard	PH000002

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.

Facility		Standard	PH000005
Revision	024	Description	DOCUMENTOS Y REQUISITOS GENERALES PARA PUBLICACION

REOUISITOS Y DOCUMENTOS GENERALES:

- 1. TODO PROVEEDOR QUE INTERESE PARTICIPAR EN LOS PROCESOS DE COMPRAS EN LA AUTORIDAD DE ENERGÍA ELÉCTRICA, TIENE QUE PERTENECER AL REGISTRO DE PROVEEDORES DE LA AUTORIDAD DE ENERGÍA ELÉCTRICA.
- 2. LOS LICITADORES TIENEN QUE INCLUIR CON SU COTIZACIÓN UNA DECLARACIÓN JURADA DE NO CONFLICTO DE INTERESES O COPIA CERTIFICADA DE LA DECLARACIÓN JURADA DE NO CONFLICTO DE INTERESES VIGENTE EN EL REGISTRO DE PROVEEDORES

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Terms and Conditions - Text

Facility		Standard	PH000005
Revision 02	24	Description	DOCUMENTOS Y REQUISITOS GENERALES PARA PUBLICACION

DE LA AUTORIDAD DE ENERGÍA ELÉCTRICA.

- 1. BIDDERS WHO INTEND TO PARTICIPATE IN PREPA'S PURCHASING PROCESSES MUST BE REGISTERED IN THE PUERTO RICO ELECTRIC POWER AUTHORITY'S BIDDER'S REGISTRY.
- 2. BIDDERS SHALL INCLUDE PREPA'S SWORN STATEMENT OF "NON-CONFLICT OF INTERESTS" WITH PROPOSAL DOCUMENTS OR A CERTIFIED COPY OF THE CURRENT SWORN STATEMENT PREVIOUSLY SUBMITTED ON THE BIDDER'S REGISTRY OFFICE.

Facility Standard PH000009	
DOUSESON BILL DOCCOSONTON	IONES PARA FORMALES

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÓ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIAN TARMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRAN SER DECLARADOS NO RESPONDIENTE.
- 3. GARANTIA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTIA DE LICITACIIN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL





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Terms and Conditions - Text

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTIA SERIN RECHAZADAS.

- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGEA ELECTRICA NO ACEPTARE PROPUESTAS POR FACCEMIL O MEDIOS ELECTRENICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIAN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGAN PLAN DE PAGO; ESTO EN CASO DE ASA REQUERIRSE.

* * * End of Contract * * *





January 28, 2022

Jose M. Robles RG Engineering Inc. 605 Condado St. Suite 322 Santurce, P.R. 00907

Email: jose.robles@rgepr.com

Dear Mr. Robles:

Re: Notice to Proceed, Contract 00091792 SJ5 Heat Recovery Steam Generator Modules D & E Installation

Pursuant to Article 4 of the above referenced Contract, we hereby authorize RG Engineering Inc. to proceed with the work and its acquired obligations.

The start date of the project will be February 17, 2022 and the kick-off meeting will be held on February 11, 2022 at 9:00 am at the San Juan Power Plant.

Please, be advised that no personnel will be allowed to the power plant without having been cleared by our Safety Office regarding the Covid-19 testing protocols.

Sincerely,

Carlos Negrón Alfonso, PE Head of the Engineering & Technical Services Division



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Contract Release

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1/18/22

1/19/22

PUERTO RICO ELECTRIC

POWER AUTHORITY

2022-P00047

2022 1 000-7

Contract

Mail Invoice To:	Vendor:	
AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA M P.O. BOX 70253 SAN JUAN PR 00936- 8253	ENERSYS ENGINEERING CORP 90 CARR 165 SUITE 312 GUAYNABO PR 00968-8058	
Please Direct Inquiries To:	Work Location:	
ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM	CONSERVACION PUERTO NUEVO CENTRAL SAN JUAN	

Title PROCUREMENT SUPV G3

Phone/Alternate Phone:

787-521-3034

Fax

AVE MERCADO CENTRAL CARR, PR 2

ZONA PORTUARIA

PUERTO NUEVO

PR

00920

Title

INSTALLATION OF NEW COOLING TOWERS UNITS 5 & 6 SJ POWER PLANT

Contract Value

Total Value	\$ 890,705.00 USD 00	** NOT TO EXCEED	**
Pricing Method	ESTIMATE		
Contract Type	SERVICES	Start Date	1/10/22
Project	TO THE PROPERTY AND ADDRESS OF THE PROPERTY OF	End Date	6/30/22

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PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Signatures			
Lisa AS IP	Y . CHONNESSMENT		
Vendor Muthorized Signature César A. Báez Hernández, President	A Lagnature		
Printed Name/Title	Printed Name/Title		
Date Signed Phone	1-18-22 77-571-79/2 Date Signed Phone		

s.s

Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Υ	EQUAL OPPORTUNITY
	PH000002	005	s	Υ	COMPLIANCE WITH LAWS
	PH000009	019	S	Υ	INSTRUCCIONES PARA SUBASTAS FORMALES
	PH000033	009	S	Υ	FORCE MAJEURE
	PH000035	006	s	Υ	INDEMNITY

Scope of Work

CONTRATO 0091970

CR 249177

INSTALLATION OF NEW COOLING TOWERS UNITS 5 & 6 SJ POWER PLANT

SE ADJUDICA CONTRATO SEGÚN TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPANIA EN EL PROCESO DE SUBASTA FORMAL RFP 003183.

SE INCLUYE CLAÚSULAS FEDERALES APLICABLES A ESTE CONTRATO, EN ANEJO 1.
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Scope of Work

ARTICLE 1. Scope of Contract

The Contractor shall furnish all engineering, labor, materials, equipment, tools, supervision, commissioning test and start up related to the Installation of the New Cooling Towers for San Juan Units 5 and 6 in strict accordance with the provisions of this Contract, Special Conditions and Technical Specifications (Section 15010), Proposal Forms, Contractor's Bidding Proposal, and reference drawings, all of which are hereby made a part hereof (Project). Provided that, on or before the term of this Contract is expired the Contractor shall deliver to PREPA a true and exact copy of all diagrams, plans, sketches, maps, and other documents used in the performance of Services and for which a third party copyright or patent right would not be an impediment for such delivery. C.A.B.H.

ARTICLE 2. Definitions

Whenever the words defined in this article or pronouns used instead they shall have the meanings here given:

- 2.1. Contracting Officer- shall mean PREPALs Executive Director, acting directly or through his properly authorized agents.
- Contract- shall mean, collectively, all the covenants, terms, and 2.2 stipulations in these articles of agreement and in all supplementary documents hereto attached which constitute essential parts of the Contract

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and are hereby made part thereof, to wit:

Contract

Invitation to Bid and Advertisement for Bids

Instruction to Bidders

Contractor's Bid Proposal dated [Insert Date] including Bid Data and Schedules

Special Conditions and Drawings

Proposal Forms

Performance and Payment Bonds

Letter of Award

Except as otherwise provided in this Contract, if any provision contained in Contractoris Proposal dated May 11, 2020 is in conflict with the terms and conditions of the Contract, the terms and conditions of the Contract shall prevail.

- 2.3 Completion Date ¿ date in which all tasks and Project scope had completed.
 - 2.4 Construction Manager shall mean the professional assigned by the Contractor to provide the construction management services on the Project. The Manager shall be a professional engineer registered in Puerto Rico and an active member of the Puerto Rico College of Engineers and Land Surveyors.

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- 2.5 Change Order A written agreement between the Parties that sets out changes
- in price, time, or Scope of Contract.
- 2.6 Critical Path Method (CPM) i A scheduling technique used to plan and control a Project that combines all relevant information into a single plan defining the sequence and duration of operations, and depict the interrelationship of the work elements to complete the project. The Critical Path is defined as the longest sequence of activities in a network, which establishes the minimum length of the time for accomplishment, the last event of the Project.
- 2.7 Delay Event that extends (affect) the completion date of the Project, by affecting tasks on the Critical Path. The Project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involve with this request.
- 2.8 Disruption The effect of events upon a non-critical path that, while using additional recourses and extending the duration of that particular activity, or path of activities, does not extend the end date of the project.
- 2.9 Engineer PREPA's Director of Generation, acting directly or through his properly authorized representatives.

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- 2.10 Final Acceptance & Written approval by PREPA that Project are completed, the final cleaning up of the site has performed, and all Punch List items have rectified.
- 2.11 Force Account Work Extra work in which the Contractor delegate the administration to PREPA and that is paid for on the basis of actual costs for labor, materials, equipment, bonds, insurance, and taxes, plus an established allowance, as provided in this Contract or Special Conditions.
- 2.12 Punch List The list of non-conforming or incomplete work items identified by PREPA for the Final Acceptance of Services.
- 2.13 Safety Officer & The person designated by the Contractor whose duty shall be the prevention of accidents and implement, both, the Safety and Health Program and the Site Specific Work Plan. The Safety Officer may be the Contractor's project superintendent or supervisor and shall comply with occupational safety and health requirements for the construction industry. The Safety Officer shall be present at all times on site in order to the Contractor be able to perform any task of the project.
 - 2.14 Special Conditions and Technical Specifications ¿ are all special requirements, regulations and/or directions covering conditions peculiar to a particular project. Document reference number 15010.

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2.15 Substantial Completion - shall mean the date certified by PREPA, that the Contractor shall reached the stage of completion when PREPA accepts the safe use of the facility or system for its intended purposes, even though all work is not completed. At the stage, the time of completion of the entire work shall cease and the accruing of penalties.

However, the Contractor shall finish all items included in the Punch List before Final Acceptance of Services, including the following:

- A. The new Multimedia Filter System is back online and with 100% flow availability.
- B. All vessels, pumps, valves, instrumentation and piping had been installed and tested in compliance with, the dimensions, location and elevations required in the drawings and specifications.
- C. Contractor had submitted all certifications of compliance of field and laboratory tests.
 - D. Contractor had submitted all debris and excess soil disposal manifests.
- E. Contractor had obtained all requested permits and endorsements.
- F. Contractor had submitted evidence of compliance with all requirements

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on permits, endorsements.

- G. Contractor had submitted evidence of payment of construction taxes and patents to municipal government, including change orders, if required.
- H. All required equipment had installed and tested by Contractor.
- I. As built drawings had submitted and signed by a Professional Engineer, licensed in Puerto Rico.
- J. Site is clean.
- K. Contractor had submitted to PREPA all required documents, evidence of payments and any other document required by PREPA, any State or Federal Governmental Agency, any municipality, required by any permit, etc.

ARTICLE 3. Consideration

The total amount to be paid under this Contract shall not exceed \$890,705.00. However, nothing herein shall preclude the Parties from agreeing to increase the Contract Amount by written amendment signed by both Parties.

The Contractor shall submit its invoices for work already done according to the payment schedule approved by the Engineer together with the

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technical supporting documents of required tests. All invoices shall be subject to the Engineer's approval before paid and shall include the actualized progress schedule, S-curve graph and all other documents required in the Special Conditions. All invoices shall be subject to PREPA¿s approval before being paid, and its payment shall be done within sixty (60) days after the date of its approval. PREPA shall retain ten percent (10%) of each payment until completion and acceptance of the Project.

After Final Acceptance, PREPA will pay to Contractor all retained percentages less

the corresponding deductions. The Contractor shall submit a Letter of Release

(¿Carta de Relevo¿), WHICH SHALL BE NOTARIZED and in which the Contractor shall state that there is not debt with any sub-contractor, manufacturer, employee, government agency, municipality and service or materials provider.

Invoices must also include a written and signed certification stating that no officer or employee of PREPA, and their respective subsidiaries or affiliates, will personally derive or obtain any benefit or profit of any kind from this Contract, with the acknowledgment that invoices that do not include this certification will not be paid. This certification must read as follows:

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We certify under penalty of absolute nullity that no public servant of PREPA is a party or has any interest in the benefit or profit product of the Contract, which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Contract. The only consideration to be received in exchange for the delivery of Services provided is the agreed-upon price that has been negotiated with an authorized representative of PREPA. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received.

Contractoris Signature ARTICLE 4. Commencement and Completion of Work

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of

4.1 General

The project shall be executed in two mobilizations, one per unit. A.BContractor shall be required to complete all task and Project scope of the first mobilization within seventy (70) calendar days for cooling tower # 5 and thirty (30) calendar days for the cooling tower # 6, from the date of the Notice to Proceed of each mobilization, subject to the provisions stated in Article 8, Changes and/or Extra Work, Article 13, Force Majeure; Article 17, Termination for Convenience; and Article 18, Termination for Cause. 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 beginning of

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commencement of work. Mobilization shall be completed within ten (10) days after the Notice to Proceed. Both Parties agree that time is the essence of the Contract.

The Contractor shall, not later than ten (10) working days, after receipt of the Letter of Award (LOA) signed by the Engineer, furnish all documents required therein.

4.2 Schedule of Proposed Progress

The Contractor, within fifteen (15) days after receipt of the Notice to Proceed shall provide to the Engineer a schedule of proposed progress and the proposed detailed method of carrying on the Services including a full statement of equipment and equipment layout for the job. This progress chart and statement of operations shall show the dates of commencement and completion of each item of the Services. This schedule shall also include the milestones for the submittals and material ordering, the critical path of the Project, and the man-hours per item. The Contractor shall provide for the use of adequate and sufficient equipment and force and a method of operations to assure the completion of the work within allotted time. The schedule shall be monthly actualized and submitted to PREPA for approval. All requirements on the attached Special Conditions shall also apply.

4.3 S-curve Graph

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The Contractor shall file the S-curve Graph within fifteen (15) days after receipt of the Notice to Proceed. The S-curve shall be plotted with the percent of work completed in the Y-axis and the cost in the X-axis. This graph shall be based on the proposed schedule define on Section 4.2 above.

4.4 Payment Schedule

The Contractor within fifteen (15) days after receipt of the Letter of Award. Shall provide to the Engineer the Schedule of Payment shall be balanced throughout the whole project and if said schedule is not satisfactory to the Engineer, it shall be revised by the Contractor and resubmitted for its approval. The account number for this contract 01-4013-54900-200-348.

4.5 Contract Quantity Report

The Contractor shall submit the Contract Quantity Report sheet weekly for the approval of the Engineer. The Contractor at the preconstruction meeting will give the format for this sheet.

,ARTICLE 5. Suspension of Work

The Contracting Officer may, at any time, suspend the whole or any portion of the Services under this Contract, but this right shall not be construed as denying the Contractor actual reasonable and necessary expenses due to delays, caused by such suspension. These expenses shall not be allowed when ordered by the Contracting Officer because of a force majeure event,

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as defined in Article 13, ForceMajeure. The cause of such suspension shall be put in writing by the Contracting Officer within two (2) working days after the suspension or as soon as practicable.

ARTICLE 6. Other Work at the Site

PREPA reserves the right to perform other work by force account and/or enter into other contracts in connection with the Project. The Contractor shall afford PREPA and other contractor reasonable opportunity for the introduction and storage of materials and the execution of the work and shall properly connect and coordinate his work with theirs. The Contractor shall inspect and promptly report to PREPA any defects in

The Contractor shall inspect and promptly report to PREPA any defects in such work or any conflicts between such work and that of the Contractor.

ARTICLE 7. Submittals

The Engineer shall evaluate submittals within fifteen (15) working days to mark them as disapproved; approved as corrected or approved it becomes necessary. The Contractor is responsible to submit three (3) sets of the submittals.

All disapproved submittals shall be corrected as required and resubmitted for PREPA's evaluation. In case of discrepancy in the submittals, including Contractoris disagreement with corrections requested by the Engineer or PREPA, the matter shall be submitted to the Engineer, and the Contractor shall not proceed with the work so affected until the Parties

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resolve such discrepancy in good faith.

Review or approval of Contractor¿s submittals shall in no way relieve the Contractor from its responsibilities, obligations or liabilities under this Contract. The Contractor shall obtain such reviews or approval in writing from PREPA. The Contractor shall keep at the site one hard copy of the Contract documents, specifications and drawings, and shall give the Engineer access thereto. Anything called for in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if called for or shown on both. All construction work called for in the Specifications and/or shown on the drawings to be performed by the Contractor shall be performed in strict accordance with the technical requirements of the Specifications.

Before commencement of services, the Contractor shall submit for PREPA¿s

Dapproval the Occupational Safety and Health Program required in Article 43.

Safety Provisions.

ARTICLE 8. Changes and/or Extra Work

PREPA may, at any time, make changes or order extra work within the Scope of Work subject to previous written approval of the Contracting Officer. Changes requested by PREPA may include, but not limited to, changes:

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- 1. In the specifications including drawings and design.
- 2. In the method or manner of performance of the Services.
- 3. In PREPALs furnished facilities, equipment, materials, services, or site; and/or,

Within ten (10) working days after receipt of PREPA's written change order

4. Acceleration in the performance of the Services.

in the work (or such shorter or longer period of time as may be reasonably required as agree by PREPA and the Contractor), Contractor shall promptly notify PREPA of the cost, schedule and other impact(s) Contractor anticipate as a result of the change. If PREPA agrees with the Contractor's statement as to the impact of the change, the Parties shall proceed promptly to enter into a written change order in connection with such change to equitably adjust Contractor's cost (increase or decrease), schedule (lengthen or shorten), or other obligations under Contract in connection with such change. PREPA shall promptly notify Contractor in A Dwriting of the basis for any disagreement and PREPA and Contractor shall negotiate in good faith to resolve any issues in order to, when applicable, enter into a written change order to equitably adjust Contractoris cost (increase or decrease), schedule (lengthen or shorten), or other obligations under the Contract in connection with such change. Acceptance of the change order and an adjustment in the Contract Amount and/or Contract time shall not be unreasonable withheld.

If agreement on the prices for the extra work cannot be reached between Page 15 of 65

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PREPA and the Contractor, PREPA may order in writing the Contractor to perform the required work on a force account basis. Payment for such Force Account work shall be as specified in Article 1.11 - Force Account, of the Special Conditions. PREPA may also elect to have such work performed by its own forces or by separate contract.

In order to facilitate review of quotations for extras or credits, all proposals submitted by Contractor in connection with a change in the work by PREPA, except those so minor that their propriety can be seen by inspections, shall be accomplished by a complete itemization of the costs including labor, materials, equipment and subcontracts. When subcontractors perform major cost items, they shall itemize it.

ARTICLE 9. Inspection

9.1.1 Periodic Inspection

All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by PREPA's inspectors, at all reasonable times. PREPA shall have the right to reject defective material, equipment or workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material and equipment furnished by the Contractor shall be satisfactorily replaced with proper material and equipment, without charge to PREPA. The Contractor shall promptly remove rejected material from the

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premises. The Contractor shall furnish promptly all reasonable facilities, labor, materials, and equipment necessary for the safe and convenient inspection and tests that may be performed in such manners as not to unnecessarily delay the work.

9.1.2 Final Inspection

Whenever all the materials have been furnished and all work has been performed, including final cleaning up as contemplated in ARTICLE 40. Cleaning Up, all in accordance with the drawings and specifications, the Contractor shall notify in writing the Engineer that said work is completed and ready for final inspection. Final inspection shall occur within a ten (10) working day period after the Engineer has received notice from the Contractor of the satisfactory completion of the installation of the equipment.

After receipt of notice, PREPA will notify Contractor of the exact date and time of the final inspection and Contractor shall accommodate PREPA's specific time. If all installation work provided for and contemplated by the Contract is found completed in accordance with the specifications, this inspection shall constitute the final inspection and the Completion Date shall be established as the date of receipt of the notice of the Contractor that the work was completed and ready for final inspection. If, however, upon inspection by the Engineer it is found that any work, in whole or in part, is unsatisfactory, the Engineer shall give the

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Contractor the necessary instructions as to replacement of material and performance of work necessary to final completion and acceptance and the Contractor shall immediately comply with and execute such instructions. Upon satisfactory replacement and performance of such work, the Contractor shall notify the Engineer, and another inspection shall be made which will constitute the final inspection if the said material is found to have been acceptably replaced and the work completed satisfactorily. In such event, the date of receipt of this last notice of the Contractor will be established as the Completion Date of the work or any separable part thereof under the Contract. The Completion Date, thus established, shall be used in calculating the actual time of performance of the work.

The determination of whether a Project is substantially completed is at the discretion of PREPA. This Project shall be considered substantially completed the upon PREPA accepts safe use of the facility or system for its intended purposes, even though not all work is completed. At the stage, the time of completion of the entire work shall cease and the accruing of penalties. However, the Contractor shall finish all items included in the Punch List before Final Acceptance the Project, including items listed in Article 2.15, Substantial Completion.

ARTICLE 10. Superintendence by the Contractor

Before commencement of the work, the Contractor shall designate a competent construction manager, satisfactory to the Engineer, with the

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expertise and resources necessary to provide construction management services. The Contractor shall also designate a competent resident engineer, satisfactory to the Engineer, on the work site, at all times, during progress of the work, with authority to act for him. The construction manager and resident engineer shall represent the Contractor on his absence and all directions given to him by the Engineer shall be as binding as if given to the Contractor. The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unsuitable or unskilled person in the work assigned to him. In addition, the Contractor shall be fully responsible for the negligent or wrongful acts or omissions of subcontractors or of persons both directly or indirectly employed by the Contractor, and shall be liable to PREPA and/or any affected third parties for such acts or omissions.

ARTICLE 11. Sanitary Facilities

The Contractor shall furnish and maintain satisfactory, sanitary facilities for the use of the workers engaged in the construction, as required by law or regulations.

ARTICLE 12. Access to Work

The Contractor shall permit all persons appointed or authorized by PREPA to visit and inspect the work, or any part thereof at all times, and

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places during the progress of it.

ARTICLE 13. Force Majeure

The Parties hereto shall be excused from performing hereunder and shall not be liable in damages or otherwise, if and only to the extent that they shall be unable to perform or are prevented from performing by a force majeure event. For purposes of this Contract, force majeure means any cause without the fault or negligence, and beyond the reasonable control of, the party claiming the occurrence of a force majeure event. majeure may include, but not be limited to, the following: industrial disturbances, acts of the public, enemy, war, blockages, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruptions of services due to the acts or failure to act of any governmental authority, provided that these events, or any other claimed as a force majeure event, and/or its effects, are beyond the reasonable control and without the fault or A. In regligence of the party claiming the force majeure, and that such party, within ten (10) days after the occurrence of the alleged force majeure, gives the other party written notice describing the particulars of the occurrence and its estimated duration. The burden of proof as to whether a force majeure has occurred shall be on the party claiming the force majeure.

ARTICLE 14. Penalty for Delays

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If the Contractor fails to complete the work, or any separable part thereof, within the time established in the Article 4, Commencement and Completion of Work, the Contractor shall pay to PREPA a penalty of two thousand five hundred dollars (\$2,500) for each calendar day of delay in completing the Project, up to a maximum of ten percent (10%) of the Contract Amount, and the Contractor and his sureties shall be joint and several liable for said amount. In the event that the Contractor, due to his delay, had pay the total amount of the penalty, and has failed to complete the Project or any part separable thereof, it could be considered a breach of the Contract, and PREPA may terminate the Contract, execute the Performance Bond and pursue any other remedies under this Contract, law or equity.

In case of delay, the Contractor shall within ten (10) days from the beginning of any such delay notify the Head, Engineering and Technical Services Division in writing of the causes of delay, who shall ascertain the facts and the extent of the delay and extend the time for completing the Project when, in his judgment, the findings of facts justify such an extension, and his findings of facts thereon shall be final and conclusive on the parties hereto, subject only to appeal by the Contractor as provided in

Article 29, Disputes, hereof; provided that, no claim shall be made by the Contractor against PREPA, its agents, contractors, subcontractors, employees, successors, assignees, for any cause whatsoever, during the progress of any portion of the Project embraced in the Contract. Any damages caused by delays or hindrances exclusively by PREPA shall be

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considered as fully compensated for by the extensions of time as provided above.

If PREPA does not terminate the right of the Contractor to proceed, the Contractor shall continue the Project in which event shall pay to PREPA a penalty in the amount set forth above for each calendar day of delay until the Services are completed, and the Contractor and his sureties shall be liable for the amount thereof; provided that, the right of the Contractor to proceed shall not be terminated or the Contractor charged with a penalty because of any delays in the completion of the Project due to force majeure events or situations, or failures on the part of PREPA to carry out its obligations.

PREPA shall have the right to the payment or the withholding of Contractor's payments in case of Contractor's delay in completion of the Project. The Contractor agrees that the penalty shall not be subject to reduction, moderation or modification, since this penalty is a pecuniary punishment for the delay, and not a liquidation of damages.

ARTICLE 15. Liabilities

15.1 Civil Responsibility

The appearing Parties agree that the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico will govern their responsibilities for damages under this Contract.

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15.2 Protection Against the Occurrence of Damages

The Contractor agrees to make, use, provide, and take all proper, reasonably necessary and sufficient precautions, safeguards, and protection against the occurrence or happenings of injuries, death and/or damages to any person or property during the progress of the work.

15.3 Save and Harmless

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The Contractor agrees to indemnify and save harmless PREPA for all expenses and costs of any nature (including attorneys' fees) incurred by PREPA arising out of any claim made by any person for personal injuries, including death, sustained by any person, including the employees of Contractor, and for damage to third party property to the extent such injuries, death or third party damages are caused by the fault, negligent acts or omission of Contractor, its employees, subcontractors or laffiliated companies, arising out of its or their performance and/or failure to perform the Project.

15.4 Save Harmless for Operation of PREPA's Equipment

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of

The operation of PREPA's equipment by PREPA at its plant site is within the exclusive control of PREPA. PREPA shall indemnify and save harmless the Contractor from loss, expense or liability imposed upon the Contractor for any injury to a person, including death resulting therefrom or damage

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to any property resulting from the operation of such equipment by PREPA.

If the Contractor is allowed to operate PREPA's equipment at the plant site, the Contractor shall indemnify and save harmless PREPA from loss, expense or liability imposed upon PREPA for any injury to a person, including death resulting there from or damage to any property resulting from the operation of such equipment by the Contractor.

15.5 Contractor¿s Liability

The overall aggregate liability of Contractor with respect to any and all claims arising out of the performance or non-performance of obligations under the Contract, regardless of any legal theory or cause of action under which such liability may arise, shall not exceed the Contract Amount (which includes authorized changes, if any). However, the foregoing dollar limitation shall not apply to liability arising from third party claims for bodily injury or third party property damage to the extent such liability results from Contractor's fault or negligent acts or omissions while working under the Contract.

ARTICLE 16. Independent Contractor

The Contractor shall be considered as an independent contractor, for all material purposes under this Contract, and all persons engaged or contracted by the Contractor for the performance of its obligations herein, shall be considered as its employees or agents or those of its

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subcontractors, and not as employees or agents of PREPA.

In consequence, the Contractor is not entitled to any fringe benefits, such as, but not limited to vacations, sick leave, and other.

ARTICLE 17. Termination for Convenience

Either Party shall have the right to terminate this Contract for convenience, at any moment, by providing the other party thirty (30) days written notice by registered mail, return receipt requested, or overnight express mail. If notice is given, this Contract shall terminate upon the expiration of thirty (30) days and PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Contract. The rights, duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) day notice period. Contractor shall have no further right to compensation except for what has been accrued for termination.

ARTICLE 18. Termination for Cause

PREPA shall have the right to terminate this Contract immediately in the event of negligence, dereliction of duty, noncompliance, or material breach by the Contractor, as determined in the sole discretion of PREPA, or for any other reason described elsewhere in this Contract as a basis

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for termination. In the event the Contract is terminated by PREPA for cause, PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Contract. Contractor shall have no further right to compensation except for what has been accrued for services rendered under this Contract until said date of effective termination.

ARTICLE 19. Insurance, Bonds, and Indemnities

The Contractor shall secure and maintain in full force and effect during the life of this Contract as .provided herein, policies of insurance covering all operations engaged in by the Contract as follows:

19.1 Commonwealth of Puerto Rico Workmenis Compensation Insurance:

compensation Act of the Commonwealth of Puerto Rico (¿Act 45¿).

Contractor shall also be responsible for compliance with Act 45 by all its subcontractors, agents and invitees, if any, or shall certify that such subcontractors, agents and invitees have obtained said policies on their own behalf. Contractor shall furnish to PREPA a certificate from the Puerto Rico¿s State Insurance Fund showing that all personnel employed in the work are covered by the workmen¿s compensation insurance, in accordance with this Contract.

The Contractor shall provide workmen's compensation insurance as required

19.2 Commercial General Liability Insurance:

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The Contractor shall provide a Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence and at least \$1,000,000 aggregate.

19.3 Commercial Automobile Liability Insurance:

The Contractor shall provide a Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all owned or scheduled autos, non-owned and hired automobiles.

19.4 Employeris Liability Insurance:

The Contractor shall provide Employer's Liability Insurance with minimum bodily injury limits of at least \$1,000,000 for each employee and at least \$1,000,000 for each accident covering against the liability imposed by Law upon the Contractor as result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation

A Act of the Commonwealth of Puerto Rico.

Requirements Under the Policies:

The Commercial General Liability and Commercial Automobile Liability Insurance required under this Contract shall be endorsed to include:

a. As Additional Insured:

Puerto Rico Electric Power Authority Risk Management Office

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PO Box 364267

San Juan, PR 00936-4267

- b. A 30 day cancellation or nonrenewable notice to be sent to the above address.
- 3. An endorsement including this Contract under contractual liability coverage and identifying it by number, date and parties to the contract.
- 4. Waiver of Subrogation in favor of Puerto Rico Electric Power Authority (PREPA).
- 5. Breach of Warranties or Conditions:

¿The Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice PREPA¿S rights under this policy.¿

Bonds:

As a Contract security, the Contractor shall furnish at the time of the execution of the Contract:

a. A Performance Bond in the amount of one hundred percent (100%) of the Contract Price, with good and sufficient surety satisfactory to PREPA guaranteeing that the Contractor will well and faithfully perform the

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- b. A Payment Bond in the amount of one hundred percent (100%) of the Contract Price, with good and sufficient surety satisfactory to PREPA to guarantee the prompt payment of all labor, supervision, equipment and materials required in the performance of the work.
- c. All bonds shall be presented to PREPA before commencement of any work and shall be issued in the required official PREPA forms.

Furnishing of Policies:

All required policies of insurance and bonds shall be in a form acceptable to PREPA and shall be issued only by insurance companies authorized to do business in

Puerto Rico.

The Contractor shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded

A.RTICLE 20. Permits and Licenses

The Contractor shall obtain, maintain and submit evidence of all the licenses, permits and authorizations required to perform all Project and tasks under this Contract, and shall send all notices, pay all fees, and related costs and will comply and will have its subcontractors if any, and agents comply with all laws, ordinances, rules, and regulations applicable

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to the Project.

ARTICLE 21. Other Contracts

PREPA may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors, in accordance with ARTICLE 6. Other Work at the Site, of this Contract, and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any acts, which interfere with the performance of work by any other contractor.

ARTICLE 22. Claims for Labor and Materials

The Contractor shall, at his own expense, assume the defense of and save harmless PREPA from claims arising out of and in connection with Contractor furnished labor and materials, and PREPA shall not suffer any mechanics or other liens to remain outstanding against any property used in connection with the Services; and shall, on request, furnish satisfactory evidence that all persons who have done work or furnished materials have been fully paid. If the Contractor fails to comply with his obligations in this respect, PREPA may take such liens or claims and may withhold from any monies due to the Contractor such amounts as may be necessary to satisfy and discharge any such claims and any cost and expense incidental thereto.

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ARTICLE 23. Unfair Labor Practice

In the event that the Contractor or any of his subcontractors or agents do not comply with an order issued by the Puerto Rico Labor Relations Board and/or the National Labor Relations Board upon their finding that the Contractor or any of his subcontractors or agents have committed an unfair labor practice, no further payments shall be made by PREPA to the Contractor after the date of the said order. In addition, the Contract may be terminated by PREPA, in which case PREPA may take possession of the materials, tools, and appliances on the job site and finish the work by whatever method it may deem expedient. Any declaration by the Puerto Rico Labor Relations Board and/or by the National Labor Relation Board that the contractors or agents have not complied with an order issued by the Board relating to any unfair labor practice, shall be binding, final, and conclusive unless such order is reversed or set aside by a Court of competent jurisdiction.

ARTICLE 24. Assignment

This Contract or any interest therein or any monies due or to become due there under shall not be assigned, mortgaged or otherwise disposed of without the previous consent in writing of the Contracting Officer.

ARTICLE 25. Subcontractors

The Contractor shall not subcontract its rights and obligations under this Page 31 of 65

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Contract, except in the event PREPA gives previous written authorization for such actions. Provided that no subcontract shall be considered for PREPA¿s approval, except when the following requirements are met: (1) the Contractor delivers PREPA a complete,

non-marked copy of the signed subcontract, not less than thirty (30) days prior to the effective date of the proposed subcontract; (2) the subcontract includes, as a condition for its legal validity and enforceability, a provision whereby PREPA has the right to substitute, subrogate or assume Contractors? rights under the subcontract, in the event that PREPA declares the Contractor in breach or default of any of the Contract terms and conditions; and (3) the subcontract includes, as a condition for its validity and enforceability, a provision establishing for the subcontractor the obligation to comply unconditionally and entirely with all Contractors? obligations under the Contract (mirror image rule), except for such obligations, terms and conditions which exclusively related with works or services not included under the

ARTICLE 26. Novation

Contractor and PREPA agree that no amendment, during the Contract term, it is understood as a contractual novation, unless both Parties agree to the contrary, specifically and in writing. The previous provision shall be equally applicable in such other cases where PREPA gives the Contractor a time extension for the compliance of any of its obligations under the

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Contract or where PREPA dispenses the claim or demand of any of its credits or rights under this Contract.

ARTICLE 27. Patents and Copyrights

The Contractor, at its own expense, shall defend any suit or action brought against PREPA based on a claim that any equipment or part thereof, copyright or

un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance manufactured or used in the performance of this Contract, including their use by PREPA, constitutes an infringement of any patents or copyrights of the

United States, if notified promptly in writing by PREPA, and given the authority, information, and assistance for the defense of the same, and the Contractor shall pay all damages and costs awarded therein against PREPA. If in such suit the equipment or any part thereof, or the composition, secret process, invention, article or appliance, is held to onstitute infringement and its use is enjoined, the Contractor, at its option and expense, shall either procure for PREPA the right to continue using the same or replace it with non-infringing equipment, composition, secret process, invention, article or appliance, or modify it so it becomes non-infringing; or remove it and refund the purchase price.

ARTICLE 28. Waivers

No waiver of any breach of this Contract shall be held to be a waiver of Page 33 of 65

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any other subsequent breach. All remedies afforded by PREPA in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 29. Disputes

Except as otherwise specifically provided in this Contract, all disputes concerning questions of fact arising under this Contract shall be decided by the Head, Engineering and Technical Services Division, subject to written appeal by the Contractor within thirty (30) days to the Contracting Officer. As soon as practicable thereafter, the Contracting Officer shall inform each Party hereto of his decision regarding the dispute, which decision shall be final and conclusive upon the Parties hereto, unless such decision is challenged on the basis of being arbitrary, malicious or capricious. If such challenge is made, either Party may pursue its remedy at law or equity. In the meantime, the Contractor shall diligently proceed with the work as directed.

ARTICLE 30. Correction of Work After Final Payment

Neither the final certificate for payment nor any provision in the Contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work

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resulting therefore, which shall appear within a period of one (1) year after final acceptance. PREPA shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Engineer, subject to appeal by the Contractor, as provided in ARTICLE 29. Disputes, of this Contract.

ARTICLE 31. Laws to be Observed

Contractor shall observe and comply with any and all federal, state and municipal laws, ordinances and regulations that in any manner affect the Project, and shall observe all such orders and decrees as exist at present or may be enacted prior to the completion of the Project by agencies or courts having any jurisdiction or authority. Contractor shall save harmless and indemnify PREPA and its representatives, officers, agents and servants for fines and penalties paid by PREPA, including attorney's fees, to governmental authorities as sole result of Contractor's violation of lamy such law, ordinance, regulation, order or decree, whether by Contractor or its employees, subject to limits of liability in Article 15. Liabilities.

ARTICLE 32. Change of Law

During the term of this Contract, any change in law, including, but not limited to changes in applicable tax law, which causes an increase in Contractoris costs when supplying the products or services to be acquired

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by PREPA, shall be of Contractoris responsibility and PREPA shall not be obliged to make additional payments nor to pay additional sums to the Contract Amount for those products or services.

ARTICLE 33. Choice of Law

During the term of this Contract, any change in law, including, but not limited to changes in applicable tax law, which causes an increase in Contractoris costs when supplying the products or services to be acquired by PREPA, shall be of Contractoris responsibility. PREPA shall not be obliged to make additional payments nor to pay additional sums to the Contract Amount for those products or services.

ARTICLE 34. Separability

If a court of competent jurisdiction declares any of the Contract provisions as null or invalid, such holding will not affect the validity. Land effectiveness of the remaining provisions of the Contract and the Parties agree to comply with their respective obligations under such provisions not included by the judicial declaration.

ARTICLE 35. Warranty

The Contractor warrants that all materials, parts, equipment and work performed under this Contract comply in all respect with its terms and conditions; that they are free from defects in materials and workmanship; that they are suitable and adequate for the purposes for which they were

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designed and for such other purposes, and that the services provided under this Contract will conform with the highest standards of care and practice appropriate to their nature. The warranty period will begin the date on which PREPA accepts the Project and will continue for a period of one (1) year.

The Contractor will, upon written notice by PREPA, fully remedy, free of expense to PREPA, any defects as may develop on Services. The Performance Bond shall cover and serve as guarantee for this warranty.

For those materials, parts, equipment, which prove defective or deficient during the warranty period, the Contractor shall, at his own expense, repair or replace, transport-in, from Contractor's facilities to PREPA's site, and transport-out, from PREPA's site to Contractor's facilities, such materials, parts, and/or equipment. The Performance Bond shall cover and serve as guarantee for the Contractor's failure, completely or in part, to properly perform his obligations under this Contract.

ARTICLE 36. Notice

Any required notice to be given hereunder shall be in writing and will be sufficiently served when delivered in person or properly mailed.

ARTICLE 37. Income Tax Withholding

PREPA will deduct and withhold at source to the Contractor the equivalent of ten percent (10%) from payment for services rendered under this Contract, in compliance with the Internal Revenue Code for a New Puerto

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Rico, Act No. 1-2011, as amended, section 1062.03. Notwithstanding, the withholding to be done by PREPA as herein stated could be increased to twenty percent (20%) in the event that the Contractor is a non-resident individual, which is a U.S. citizen, as provided by the Act 1-2011, section 1062.08; or twenty-nine percent (29%) in the event that the Contractor is a non-resident and non U.S. citizen individual; or a foreign corporation or partnership which is not dedicated to industry or business in Puerto Rico, as provided by Act 1-2011, section 1062.08.

If a Release Letter is issue to the Contractor by the Treasury Department, the Contractor shall be responsible to submit a copy of said Release Letter to PREPA for every calendar year; otherwise, payments under the Contract shall remain subject to withholding at source.

All invoices shall be segregated by concepts (services, materials, equipment, etc.), to identify the amounts subject to withholding and avoid undue deductions.

ARTICLE 38. Discrimination

The Contractor certifies that he is an employer with equal opportunity employment, and do not discriminate by race reason, color, gender, age, national or social origin, social status, political ideas or affiliation, religion; for being or perceived to be a victim of domestic violence,

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sexual aggression or harassment, regardless of marital status, sexual orientation, gender identity or immigration status; for physical or mental disability, for veteran status or genetic information.

ARTICLE 39. Other Taxes

All unemployment, retirement, and other Social Security contributions and taxes; all sales, use and excise, privilege, business and occupational taxes, and any other taxes or fees payable by the Contractor are and shall be included as part of his prices.

ARTICLE 40. Cleaning Up

The Contractor shall remove from PREPA's property and from all public and private property all temporary structures no longer required, rubbish, and waste materials resulting from his operations.

Upon completion of the Project, the Contractor shall remove all remaining rubbish, unused materials and other like material, belonging to him or used under his direction during the installation of the equipment. In the event of his failure to do so, PREPA may remove the same at the Contract's expense, and his surety or sureties shall be liable therefore.

ARTICLE 41. Use of Completed Portions

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PREPA shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completion of the entire work may not have expired, but such taking possession and use shall not be deemed an acceptance of the work so taken or used or any part thereof. PREPA may require the Contractor to expedite the completion of any part of the work for provisional use by PREPA and the Contractor shall comply with such request. If such order of completion or prior use increases the cost of the work or delays the work, the Contractor shall be entitled to such extra compensation or extension of time as agreed by the Parties.

ARTICLE 42. Quality Assurance

The Contractor shall submit for evaluation and approval by PREPA a quality control program and establish a quality assurance program, also evaluated and approved by PREPA, to satisfy all applicable regulation and requirements specified in the procurement documents and satisfactory to PREPA. The program shall contain all those measures necessary to assure that all basic technical requisites ask for in the drawings, codes, tests, and inspections for design, fabrication, cleaning, installation, packing, handling, shipping, long term storage, when necessary, and test equipment are fulfilled. PREPA reserves the right to conduct audits and inspections to the facilities, activities, and/or documents when estimated and without previous notification necessary in order to assure that the quality control program is adequate and properly implemented.

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The Contractor shall allow PREPA access to its facilities and documents, so that PREPA, through audits and inspections can verify the quality of the labor, equipment, products, services, and any other related items provided by the Contractor. In every case in which the materials or services furnished to PREPA are subcontracted partially or totally, by the Contractor, the Contractor shall request the subcontractor to accept and comply with all the requirements of this Article.

ARTICLE 43. Safety Provisions

- 43.1 The Contractor shall have an Occupational Safety and Health Program. A copy of this Program will be delivered to the Occupational Safety Department. The Program shall comply with the following minimum requirements of a health and safety program:
- a. It shall comply with all requirements from all applicable regulations included in the 29 CFR 1900.1. The Program shall have been updated within the past year from the delivery date to PREPA.
- b. It shall establish the mechanisms used to update and audit compliance with itself.
- c. It shall include an accident or incident investigation procedure. This procedure will always include the preparation of a report, which will be

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submitted to the Occupational Safety Department of PREPA.

- 43.2 The Contractor shall submit, for evaluation by the Occupational Safety Department, a copy of a Site-Specific Work Plan. This plan shall include, but not be limited to, the following aspects:
- a. Objectives of the Work Plan
- b. Description of the activities
- c. Occupational safety and health considerations to be addressed before commencement of the project.
- d. Procedures for achieving compliance with the applicable regulations, including, but not limited to:
- i. Occupational Exposure to Lead (29 CFR 1926.62)
- (A.B.ii. Scaffolds (29 CFR 1926 Subpart L)
 - iii. Confined Spaces (29 CFR 1910.146)
 - iv. Occupational Exposure to Noise (29 CFR 1910.95)
 - v. Hazardous Materials (29 CFR 1910 Subpart H)
 - vi. Personal Protective Equipment (29 CFR Subpart I)
 - vii. Hazard Communication (29 CFR 1910.1200)
 - viii. HAZWOPER (29 CFR 1910.120)
 - ix. Fire Protection (29 CFR 1910 Subpart L)
 - x. Commercial Diving (29 CFR 1910 Subpart T)

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xi. Respiratory Protection (29 CFR 1910.134)

xii. Fall Protection (29 CFR 1926 Subpart M)

xiii. Electrical (29 CFR 1926 Subpart K)

xiv. Welding (29 CFR 1926 Subpart J)

xv. Excavations (29 CFR 1926 Subpart P)

xvi. Demolitions (29 CFR 1926 Subpart T)

xvii. Blasting & Explosives (29 CFR 1926 Subpart U)

xviii. Ventilation (29 CFR 1926.57)

xix. Tools, Hand, and Powered (1926 Subpart I)

xx. Electric Industry (29 CFR 1910.269)

xxi. Lockout/Tagout (29 CFR 1910.147)

xxii. Asbestos (29 CFR 1910.1001)

- e. It will also include any other regulation or guidelines related to safety and health that could be applicable to the scope of work, and contingency procedures that include how to proceed in an emergency situation, such as fire or chemical spill, among others.
- f. A list of all specialized personnel needed. Also, include copy of all training certificates, licenses or certifications required, according to the scope of work. For example: pesticide applicator, electrician, spill responder, refrigeration technician, DOT training for hazardous substances, etc. All these certificates and licenses shall be up to date.
- g. Copy of the Material Safety Data Sheets (MSDS) of all chemical productsPage 43 of 65

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to be used during the project, for evaluation and approval by PREPA¿s Occupational Safety and Health Office (Hazard Communication Section).

- h. Certification of compliance with medical surveillance requirements, according to scope of work.
- i. Certification of compliance with Fit Test requirements for the use of respirators that make a face seal.
- j. Safety equipment and materials to be used during the project.
- k. Procedures to verify the work area after each working day and at the end of the project.
- the Each Contractor/Subcontractor shall comply with a 100% drug /alcohol free work zone. At minimum, pre-project and post accident testing is required. A positive post accident test or positive pre-project test will result in worker dismissal from the project. Testing will be performed in following closely the NIDA standards.
 - 43.3 Before commencement of work, the Contractor shall take part in a coordination meeting with the designated Safety Officer and Construction Manager, and the project manager on PREPA¿s behalf. During this meeting the areas to be worked on will be toured, the site-specific work plan will be discussed and reviewed, and amendments to it could be required.

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- 43.4 If the contracted services include demolition activities (as defined per ANSI A10.6 & 1990: Demolition & the dismantling, razing or wrecking of any fixed building or structure or any part thereof) that will be carried out in buildings or structures, that because of their construction date or prior use, are suspected to contain asbestos, lead based paint or other hazardous materials, the Contractor will require a certification from the project manager or owner stating that the building or structure is free of such materials.
- 43.5 Services including activities inside buildings occupied by working personnel, that could create a hazard to their safety or health, will be offered AFTER PREPA¿S WORKING HOURS. The Contractor will take all steps necessary to assure the area will be free of nuisance odors or vapors before is reoccupy by PREPA¿s personnel. All these will be done in coordination with PREPA¿s local supervisor.
- 43.6 The Contractor shall assure that all wastes are removed and properly disposed of, in accordance with all applicable laws and regulations, at the end of every work shift and after the completion of the project.
 - 43.7 All chemical products to be used shall be classified as Approved or Conditionally Approved by PREPA¿s Hazard Communication Section.
 - 43.8 Welding operations will comply with the requirements of OSHA, ANSI Page 45 of 65

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and NFPA.

43.9 If the project involves the handling of non-asbestos insulation or other dust generating materials, like gypsum board, steps shall be taken to prevent the release of the dust to adjacent areas 49.10. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the work and all other persons who may be affected. Also, to the work, property, material and equipment on or off the site, under the care, custody or control of the Contractor or any of his subcontractors.

43.10 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

43.11 The Contractor shall designate a responsible Safety Officer of his organization, evaluated and approved by PREPA, who shall be at all times at the project site, whose only duty shall be the prevention of accidents, implement both the Safety and Health Program and the Site Specific Work Plan in coordination with the Safety Officer from PREPA. The Contractoris

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Safety Officer shall had successfully completed the thirty (30) hours Occupational Safety and Health Administration course in occupational safety and health standards for the construction industry. Contractor shall also have on site available at any time the latest revision of the OSHA Standards for the Construction Industry Manual.

- 43.12 Compliance with all safety provisions by subcontractors shall be the responsibility of the Contractor.
- 43.13 Contractor agrees that it shall perform all work in compliance with federal, state and local occupational safety and health regulations, as described in the Site-Specific Work Plan.
- 43.14 Contractor will obtain and maintain, during the duration of the Contract, the proper permits from all federal, state and local regulatory authorities or other applicable government agency with respect to discharge, disposal, use, storage, handling and transportation of hazardous chemicals and substances as and when applicable law or regulation requires. For projects including the handling of asbestos, lead, or spilled hazardous substances, the notification to EPA or the EQB will be done by the Contractor, but in coordination with the Safety Officer and the Environmental Advisor or Officer.
 - 43.15 Contractor will not cause or permit any hazardous chemical or product containing a hazardous chemical to be at, or in the vicinity of,

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any place where any employee, agent, or contractor of PREPA, or any employee of any such agent or Contractor, may be at risk or exposed to hazard as a result thereof during normal use or any foreseeable emergency.

43.16 Contractor will defend, indemnify and hold harmless, PREPA, its employees, agents or assignees for any and all direct liabilities and expenses arising out of contractor noncompliance with these clauses irrespective of any other terms of this Contract.

ARTICLE 44. Environmental Liabilities

The Contractor agrees to indemnify PREPA for all expenses and costs of any nature arising out of any claim due to an environmental violation, caused by his agents, employees, subcontractors or assigns during the performance or non-performance of its obligations under the Contract. The Contractor equipment to control and close to the working area, the necessary equipment to control and pick-up any spills that could occur during the performance of the work required by the Contract. The equipment should include all the necessary materials for the waste disposal. All equipment to be used in the work area should be free of oil, transmission fluid or hydraulic fluid leakages. If the equipment develops a leakage during the work process, it should be repaired or replaced immediately. The Contractor shall inform and coordinate with the Supervisor of the Environmental Section any work to be done to avoid any environmental

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violation. The Contractor shall comply with all the arrangements established in the Consent Decree between PREPA and the Environmental Protection Agency.

PREPA shall dispose of all waste generated because of this work, according to the Environmental regulations. The use of PREPA's waste disposal equipment by the Contractor is not permitted.

The Contractor, upon completion of the work, shall hand-in the assigned work area free of contaminants according to the laboratory analysis before and after the work. Before starting the work, the Contractor shall submit the work plan to PREPA for evaluation of the Environmental Protection Division.

All chemical analysis shall be performed by PREPA at an approved laboratory. PREPA's personnel will audit the sampling and the disposal of waste material.

The disposal of non-hazardous and hazardous waste material shall be done in a PREPA approved landfill.

The Contractor shall submit evidence of compliance with 49 CFR 72 Sub. Part H (DOT).

A company previously approved by PREPA will perform all remedial actions

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and environmental work. All work shall be performed according to the Best Management Practice Plan (BMPP), which is part of the Special Conditions of the NPDES Permit.

ARTICLE 45, Compliance with the Commonwealth of Puerto Rico Contracting Requirements

The Contractor will comply will all applicably State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly:

A. Executive Order OE-1991-24 of June 18, 1991 to require certification of compliance with the Internal Revenue Services of the Commonwealth of Puerto Rico:

Pursuant to Executive Order OE-1991-24 of June 18, 1991, the Contractor will certify and guarantee that it has filed all the necessary and A Required income tax returns to the Government of Puerto Rico for the last five (5) years. The Contractor further will certify that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico, The Contractor shall provide, to the satisfaction of PREPA, and whenever requested by PREPA during the term of this Contract, the necessary documentation to support its compliance with this clause. The Contractor will be given a specific amount of time to produce said documents. During the term of this Contract, the Contractor agrees to pay and/or to remain current with any

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repayment plan agreed to by the Contractor with the Government of Puerto Rico. Executive Order 19910E24.

B. Executive Order OE-1992-52 of August 28, 1992 to require certification of compliance with the Department of Labor of the Commonwealth of Puerto Rico. Pursuant to Executive Order 1992-52, dated August 28, 1992 amending OE-1991-24, the Contractor will certify and warrant that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. The Contractor accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every Contractor and Sub Contractor whose service the Contractor has secured in connection with the services to be rendered under this Contract and shall forward evidence to PREPA as to its compliance with this requirement. Executive Order 19920E52.

C. Social Security and Income Tax Retentions: In compliance with Executive

Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., the Contractor will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract.

Executive Order 19910E24; C.F.R. Part 404 et. Seq.

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D. Government of Puerto Rico Municipal Tax Collection Center: The Contractor will certify and guarantee that it does not have any current debt with regards to property taxes that may be registered with the Government of Puerto Ricois Municipal Tax Collection Center (known in Spanish as Centro de Recaudación de Ingresos Municipales (¿CRIM¿).

The Contractor further will certify to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. The Contractor shall provide, to the satisfaction of PREPA and whenever requested by PREPA during the term of this Contract, Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that Contractor does not owe any tax accruing to such governmental agency.

Puerto Rico Child Support Administration (ASUME): The Contractor shall present, to the satisfaction of PREPA, the necessary documentation certifying that the Contractor nor any of its owners, affiliates of subsidiaries, if applicable, have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with the Puerto Rico Child Support Administration (known in Spanish as the Administración Para el Sustento de Menores (ASUME)). The Contractor will be given a specific amount of time to deliver said documents. 3 L.P.R.A. § 8611 et seq.

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- F. Certificate of Incorporation, or Certificate of Organization or Certificate of Authorization to Do Business in Puerto Rico issued by the Puerto Rico Department of State.
- G. Good Standing Certificate issued by the Puerto Rico Department of State.
- H. The Contractor hereby certifies that it does not represent particular interests in cases or matters that imply conflicts of interest, or of public policy, between the executive agency and the particular interests it represents.
- I. Articles extracted, produced, assembled, packaged or distributed in Puerto Rico by enterprises with operations in Puerto Rico, or distributed by agents established in Puerto Rico shall be used when the service is rendered, if they are available.
- J. Anti-Corruption Code for a New Puerto Rico (Act 2-2018). 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. The Contractor hereby certifies that it does not represent particular interests in cases or matters that imply a conflict of interest, or of public policy, between the executive agency and the particular interests it represents.

Contractor shall furnish a sworn statement to the effect that neither Page 53 of 65

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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 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.

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 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

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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.

- K. If any of the previously required Certifications shows a debt, and Contractor has requested a review or adjustment of this debt, 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, Contractor will provide, immediately, to PREPA a proof of payment of this debt; otherwise, Contractor accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments.
- A.A. Contractor recognizes that submittal of the aforementioned certifications and documents is an essential condition of this Contract; and even in the case that they are partially incorrect, there will be sufficient cause for PREPA to terminate, cancel or rescind the Contract, and Contractor have to refund all payments received.
 - L. Compliance with Act 1 of Governmental Ethics: The Contractor will certify compliance with Act 1 of January 3, 2012, as amended, known as the Ethics Act of the Government of Puerto Rico (Act 1-2012), which stipulates that no employee or executive of PREPA nor any member of his/he immediate family (spouse, dependent children or other members of his/her household

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or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the services to be rendered under this Contract, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government. 3 L. P.R.A. § 8611 et seq.;

- M. Act 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: The Contractor will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding
- Act 168-2000, as amended, the same is current and in all aspects in compliance.
- N. Act 127-2004: Contract Registration in the Comptrolleris Office of Puerto Rico Act: Payment for services object of this Contract will not be a service and a until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Act 18 of October 30, 1975, as amended.
 - O. Prohibition with respect to execution by public officers: 3 L.P.R.A. § 8615(c): No public officer or employee authorized to contract on behalf of the executive agency for which he/she works may execute a contract between the agency for which he/she works and an entity or business in which he/she or any member of his/her family unit has or has had direct or

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indirect economic interest during the last four (4) years prior to his/her holding office.

- P. Prohibition with respect to contracting with officers or employees: 3 L. P.R.A. § 8615(d): No executive agency may execute a contract in which any of her officers or employees or any member of their family units has or has had direct or indirect economic interest during the last four (4) years prior to their holding office, unless the Governor gives authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice.
- Q. Prohibition with respect to contracts with officers and employees of other Government entities: 3 L.P.R.A. § 8615(e): No public officer or employee may be a party to or have any interest in any profits or benefits produced by a contract with any other executive agency or government dependency unless the Governor gives express authorization thereto with previous recommendation from the Secretary of the Treasury and the Secretary of Justice.
 - R. Prohibition with respect to evaluation and approval by public officers: 3 L.P.R.A. § 8615(f): No public officer or employee who has the power to approve or authorize contracts shall evaluate, consider, approve or authorize any contract between an executive agency and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years

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prior to his/her holding office.

- S. Prohibition with respect to execution by public officers? contracts with former public officers: 3 L.P.R.A. § 8615(h): No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such.
- T. Dispensation: Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record.
- U. Contractor agrees that articles extracted, produced, assembled, packaged or distributed in Puerto Rico by enterprises with operations in Puerto Rico, or distributed by agents established in Puerto Rico shall be used when the service is rendered, provided that they are available.
- V. Rules of Professional Ethics: The Contractor acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions.

ARTICLE 46. Transfer of Funds

If Contractor decides to assign or transfer an amount, due or payable, to which it is entitled for services rendered or goods provided during the Page 58 of 65

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term of this Contract, Contractor shall notify PREPA of such transfer of funds, in accordance to the provisions of Act 21-2012. Said notice shall clearly indicate the rights granted, including a copy of the contract under which the assignment or transfer of funds is made, the exact amount of funds to be assigned or transferred, and specific identification information regarding the assignee (full name of the person or company), address and any other contact information.

PREPA may retain any said amount if Contractor breaches its obligations and responsibilities under this Contract, or a claim arises for warranty or defects regarding the services rendered under this Contract. Contractor also acknowledges and agrees that PREPAis payment obligation under any assignment of funds will cease upon payment of the outstanding amounts under this Contract. PREPA shall not be required to make payments or transfer any funds for an amount that exceeds the payment to which Contractor is entitled to under this Contract.

Contractor shall include with its notice of assignment of funds a cashieris check or money order for two hundred dollars (\$200), payable to ¿Puerto Rico Electric Power Authorityi, to cover administrative costs in processing such assignment.

ARTICLE 47. Transformation Process

The Parties acknowledge that PREPA is undergoing a transformation process,

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and therefore, both Parties agree that after the front-end transition period of a Partnership Contract, Sale Contract, or any other PREPA Transaction (as these terms are defined in

Act 120-2018), PREPA may sell, assign, convey, transfer, pledge, mortgage, sublease, delegate, hypothecate, or otherwise dispose (each, a ¿Transfer¿) any of its rights, title, or interest in this Contract as permitted by applicable law and at any time, without Contractor¿s consent, and without cost, expense, or incremental liability to PREPA, to any future operator of Puerto Rico¿s electric power transmission and distribution system or any of its affiliates, or to any governmental agency, body, public corporation or municipality of Puerto Rico; provided, that PREPA shall notify Contractor no later than thirty (30) days before the effective date of any such Transfer.

ARTICLE 48: Term of Contract

This Contract shall be in effect for a period of four hundred twenty (420) days from its signature by all Parties.

ARTICLE 49: Minimum Wage Rates

Laborers and other employees engaged under this Contract shall be paid not less than the minimum wages rates prescribed by law. PREPA may withhold from any payment due to the Contractor any amount necessary to make up the full amount of wages due under this Contract and may distribute it

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directly to those entitled thereto hereunder.

ARTICLE 50. Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico

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 Contract.

The Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy of 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.

ARTICLE 51. Complete Agreement

This document, together with all attachments referenced herein,

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constitutes the complete agreement between the Parties.

Terms and Conditions - Text

Facility		Standard PH000001	
Revision	004	Description	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.

Facility		Standard	PH000002
Revision	005	Description	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.

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA

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Contract

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Facility	Standard	PH000009
Revision 019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

FORMAL, ASE COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.

- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIAN TARMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRAN SER DECLARADOS NO RESPONDIENTE.
- 3. GARANT¿A DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANT¿A DE LICITACI¿N (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANT¿A SER¿N RECHAZADAS.
- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERG¿A EL¿CTRICA NO ACEPTAR¿ PROPUESTAS POR FACC¿MIL O MEDIOS ELECTR¿NICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIAN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGAN PLAN DE PAGO; ESTO EN CASO DE ASA REQUERIRSE.

Facility		Standard	PH000033
Revision	009	Description	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

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Terms and Conditions - Text

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Facility		Standard	PH000033
Revision	009	Description	FORCE MAJEURE

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.

Facility	Standard	PH000035
Revision 006	Description	INDEMNITY

INDEMNITY.

Seller shall defend, hold harmless 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) on account of damage to any property or injury, including death, to any persons (including any employee of Seller or Buyer) that occurs or is alleged to have occurred in connection with the performance of this Order by Seller. Seller intends for the foregoing defense, hold harmless, and indemnity obligations to apply regardless of cause and regardless of the theory of recovery, including strict liability and the negligence of the indemnified parties. Seller assumes all risks of damage or injury to Seller's own

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Terms and Conditions - Text

Facility	The second secon	Standard	PH000035	SCHOOL PROGET	
Revision	006	Description	INDEMNITY		
property or personnel, from whatever cause.					

* * * End of Contract * * *

C.A.B.H.

Modelo SC 2942 A Rev. 01 mar 17



Gobierno de Puerto Rico DEPARTAMENTO DE HACIENDA Área de Rentas Internas

Certificación de Radicación de Planillas

ENERSYS ENGINEERING CORP CENTRO INT DE MERCADEO 2 DE 90 CARR 165 STE 312 GUAYNABO PR 00968-8064 Fecha:

18 enero 2022

ID de Contribuyente:

ID de Correspondencia:

L1631940672

Este Comerciante **ha cumplido** con la radicación de sus Planillas Mensuales de Impuesto sobre Ventas y Uso y/o Planilla Mensual de Impuesto sobre Importaciones.

ADVERTENCIA:

De no estar de acuerdo con esta información, deberá presentar su reclamación acompañada de la evidencia correspondiente en uno de nuestros Centros de Servicio al Contribuyente (SAC). Para conocer la localización de los SAC, puede acceder a www.hacienda.pr.gov. Si tiene preguntas relacionadas a este documento, puede comunicarse al Centro de Contacto Hacienda Responde al (787) 622-0123.

VALIDACIÓN

Para verificar si este Certificado es válido, acceda https://suri.hacienda.pr.gov y presione el enlace de "Validar Certificados y Licencias".

Vigencia:Este Certificado es válido hasta 30 días después de la fecha de emislón.



Installation of New Cooling Towers Units 5 & 6
San Juan Steam Plant

RFP Núm.: 00003183
Angélica Rosario Dávila
Supervisora de Compras
Hora: 3:00 p.m.
Lunes, 4 de octubre de 2021

Apéndice II

THIS IS NOT AN ORDER

RFP

00003183

Due Date

10/4/21

Due Time

3:00 PM

Printed

9/27/21

PUERTO RICO ELECTRIC POWER AUTHORITY

DRAFT COPY

Return RFP To:

ANGELICA ROSARIO DAVILA
PR ELECTRIC POWER AUTHORITY
PURCHASING DIVISION
PO BOX 364267
SAN JUAN, PR 00936-4267
AROSARIO16128@AEEPR.COM
Phone 787-521-4990

Vendor:

BULLETIN BOARD DIVISION DE SUMINISTROS SAN JUAN PR 00936

Work Location:

CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2 ZONA PORTUARIA PUERTO NUEVO, PR 00920

Title

INSTALLATION OF NEW COOLING TOWERS UNITS 5 & 6 SJ POWER PLANT

Bid Details

Bid Value	SEE PROPOSAL	Currency	USD	
Bid Pricing Meth	od ESTIMATE	Not to Exceed?	X	
Start Date	10/1/21	End Date	6/30/22	

Signatures

Vendor Author zed Signature

César A. Báez Hernández, President

Printed Name/Title

10/4/2021

Date Signed

Phone

Authorized Signature

Angélica Rosario Dávila- Supervisora de Compras

Printed Name/Title

27 septiembre 2021

Date Signed

787-521-4990

Phone

THIS IS NOT AN ORDER

RFP

00003183

Due Date

10/4/21

Due Time

3:00 PM

Printed

9/27/21

PUERTO RICO ELECTRIC POWER AUTHORITY

DRAFT COPY

Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Y	EQUAL OPPORTUNITY
	PH000002	005	S	Y	COMPLIANCE WITH LAWS.
	PH000009	019	S	Υ	INSTRUCCIONES PARA SUBASTAS FORMALES
	PH000033	009	S	Υ	FORCE MAJEURE
	PH000035	006	S	Υ	INDEMNITY

Scope of Work

CR 249177

SUBASTA FORMAL RFP 003183

INSTALLATION OF NEW COOLING TOWERS UNITS 5 & 6 SJ POWER PLANT

APENDICE # II: RESPUESTA A PREGUNTAS Y APERTURA

- -SE INFORMA A LOS LICITADORES LO SIGUIENTE:
- 1- SE AÑADEN LOS SUGUIENTES DOCUMENTOS:
- PREGUNTAS DE SUPLIDORES CON RESPUESTAS DE SOLICITANTE
- DOCUMENTO DE ¿SPECIAL CONDITIONS REVISION 004¿ CAMBIOS RESALTADOS EN NEGRILLA (BOLD)
- DOCUMENTO PARA SOMETER PROPUESTAS (¿BID PROPOSAL FORM¿)
- 2- SE ESTABLECE FECHA DE APERTURA PARA LA SIGUIENTE:
 - -FECHA: LUNES 4 DE OCTUBRE DE 2021
 - -HORA: 3:00PM
 - -EVENTO POWERADVOCATE: 118598

INSTRUCCIONES PARA ESTA SUBASTA:

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THIS IS NOT AN ORDER

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Due Date

10/4/21

Due Time

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3:00 PM 9/27/21

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Scope of Work

1-PARA ESTA SUBASTA LA AUTORIDAD ACEPTARÁ PROPUESTAS SOLO POR LA PLATAFORMA DE POWERADVOCATE EN EL EVENTO MENCIONADO.

- 2- PARA ESTA SUBASTA, LA AUTORIDAD REQUIERE UNA FIANZA DE LICITACIÓN INDIVIDUAL QUE CUBRA EL 10% DEL TOTAL DE SU OFERTA, FORMULARIO AEE 500.0-368. LA FIANZA TIENE QUE VENIR ACOMPAÑADA CON EL DOCUMENTO POWER OF ATTORNEY. ESTOS DOCUMENTOS TIENEN QUE SER PREPARADOS POR UNA COMPAÑÍA AUTORIZADA A HACER NEGOCIOS EN PUERTO RICO.
- 3- SE LE REQUERIRA AL LICITADOR AGRACIADO UNA FIANZAS DE EJECUCION Y PAGO DEL 100% DEL TOTAL DE LA ORDEN.
- 4- LUGAR DEL SERVICIO:

CENTRAL SAN JUAN, AVENIDA MERCADO CENTRAL LOTE 28 ZONA PORTUARIA,, PUERTO NUEVO PUERTO RICO

- 5-LOS LICITADORES TIENEN QUE DESGLOZAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACION ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.
- 6-SERÁ REQUISITO PARA ADJUDICACIÓN ESTAR ACTIVO EN EL REGISTRO DE PROVEEDORES DE LA AEE.
- 7- LUEGO DE LA APERTURA DE LA SUBASTA, LOS LICITADORES, SUS REPRESENTANTES Y OTRAS PARTES NO PUEDEN COMUNICARSE EN FORMA ALGUNA CON EMPLEADOS DE LA AUTORIDAD DE ENERGÍA ELÉCTRICA PARA ASUNTOS RELACIONADOS CON LAS PROPUESTAS BAJO ESTUDIO, SALVO LO DISPUESTO POR LEY NÚM. 38, DEL 30 de junio del 2017, SEGÚN ENMENDADA Y LA REGLAMENTACIÓN PROMULGADA A SU AMPARO. REGLAMENTO DE SUBASTAS, CAPÍTULO IV, SECCIÓN VI, ARTÍCULO C, INCISO 2.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO:

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Scope of Work

1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.

- 2. EL CONTRATISTA MANTENDRÁ VIGENTE EN EL REGISTRO DE PROVEEDORES DE LA AEE, UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO ¿LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO¿, O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.
- 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.
- 4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS

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Scope of Work

ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

****FIN DEL APENDICE # II****

Terms and Conditions - Text

Facility	Standard	PH000001
Revision 004	Description	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.

,	Standard Description	PH000002 COMPLIANCE WITH LAWS.
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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.

Facility	Standard	PH000009
Revision 019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA

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Terms and Conditions - Text

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

FORMAL, ASÍ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.

- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIÓN TÉRMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRÁN SER DECLARADOS NO RESPONDIENTE.
- 3. GARANTÍA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTÍA DE LICITACIÓN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTÍA SERÁN RECHAZADAS.
- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGÍA ELÉCTRICA NO ACEPTARÁ PROPUESTAS POR FACCÍMIL O MEDIOS ELECTRÓNICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIÓN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGÚN PLAN DE PAGO; ESTO EN CASO DE ASÍ REQUERIRSE.

Facility	Standard	PH000033
Revision 009	Description	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.

Facility	Standard	P H00 0035
Revision 006	Description	INDEMNITY

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Terms and Conditions - Text

Facility			Standard	PH000035
Revision	006	-	Description	INDEMNITY

INDEMNITY.

Seller shall defend, hold harmless 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) on account of damage to any property or injury, including death, to any persons (including any employee of Seller or Buyer) that occurs or is alleged to have occurred in connection with the performance of this Order by Seller. Seller intends for the foregoing defense, hold harmless, and indemnity obligations to apply regardless of cause and regardless of the theory of recovery, including strict liability and the negligence of the indemnified parties. Seller assumes all risks of damage or injury to Seller's own property or personnel, from whatever cause.

^{* * *}End of Request For Proposal* * *

Apéndice I

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Return RFP To:

ANGELICA ROSARIO DAVILA
PR ELECTRIC POWER AUTHORITY
PURCHASING DIVISION
PO BOX 364267
SAN JUAN, PR 00936-4267
AROSARIO16128@AEEPR.COM
Phone 787-521-3034

Vendor:

BULLETIN BOARD DIVISION DE SUMINISTROS SAN JUAN PR 00936

Work Location:

CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2 ZONA PORTUARIA PUERTO NUEVO, PR 00920

Title

INSTALLATION OF NEW COOLING TOWERS UNITS 5 & 6 SJ POWER PLANT

Bid Details

Bid Value S	SEE PROPOSAL	Currency	USD	
Bid Pricing Method	ESTIMATE	Not to Exceed?	Χ	
Start Date	10/1/21	End Date	6/30/22	

Signatures

Vendor Authorized Signature

César A. Báez Hernández, President

10

Printed Name/Title

10/4/2021

Date Signed

Phone

Authorized Signature

Angélica Rosario Dávila- Supervisora de Compras

Printed Name/Title

1 de septiembre 2021

1 de septiembre 2021

Date Signed

Phone

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Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Y	EQUAL OPPORTUNITY
	PH000002	005	S	Υ	COMPLIANCE WITH LAWS.
	PH000009	019	S	Y	INSTRUCCIONES PARA SUBASTAS FORMALES
	PH000033	009	S	Υ	FORCE MAJEURE
	PH000035	006	S	Υ	INDEMNITY

Scope of Work

CR 249177

SUBASTA FORMAL RFP 003183

INSTALLATION OF NEW COOLING TOWERS UNITS 5 & 6 SJ POWER PLANT

APENDICE # I: PERIODO DE PREGUNTAS

-SE INFORMA A LOS LICITADORES LO SIGUIENTE:

SEGÚN REUNIÓN PRE-SUBASTAS COMPULSORIA LLEVADA A CABO EL MARTES 31 DE AGOSTO DE 2021 A LA 1:00PM EN LA CENTRAL SAN JUAN, SE ESTABLECE EL PERIODO DE PREGUNTAS REFERENTE A ESTE PROCESO COMPETITIVO:

FECHA: MARTES 14 DE SEPTIEMBRE DE 2021

HORA: 2:00PM

EVENTO POWERADVOCATE: 118598, SECCIÓN DE MESSAGING DEBERÁ SOMETER SUS PREGUNTAS EN FORMATO WORD Y PDF.

FIN DE APÉNDICE # I

This is a Design and Build project. Scope of work includes removal of existing cooling towers; design, build, installation, start up and commissioning of two new three cells cooling towers, model S3E-1222-07Q-3/SY, manufactured by Baltimore Aircoil Company (BAC), with its Lakos Tower Clean Filtration System.

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Scope of Work

Works shall include all engineering, labor, materials, equipment (crane, etc.), tools, supervision, and services. The scope includes, but is not limited to, the design and build of Cooling Towers; inlet and outlet connection piping, piping supports, cooling towers assembly, filtration system (Lakos), P&Ids, necessary wiring, conduits, electrical connection, fabrication of all necessary supports, installation, start up and commissioning, and any other task to make the above-mentioned system operable for units 5 and 6. Interconnection piping, flanges and bolts shall be of 316 SS. A thermoplastic UV resistance insulating material shall be used to prevent galvanic corrosion between dissimilar metals. Scope of work also shall include the removal and disposal of the existing cooling tower and related equipment. Metal components will remain in PREPA property inside a scrap container. Contractor shall be responsible for all required rigging, safety, and equipment.

The project completion period shall be seventy (70) calendar days for cooling tower # 5 and thirty (30) calendar days for the cooling tower # 6. The Contractor shall consider two mobilizations. Cooling Tower # 5 works is scheduled to commence in the first week of November 2021. Unit 6 Cooling Tower works are schedule for thirty days. A delay penalty of two thousand five hundred dollars (\$2,500) per calendar day after the project completion period for each mobilization to a cumulative maximum of 10% of the total contract value.

- 1.7 Scope of Work
- A. This is a Design and Build project for the installation of two new Cooling Tower System. New Cooling Towers shall be installed to fit on the existing structural base. Modifications shall be considered for the installation of two new support beams per cooling tower. Contractor shall provide as built drawings.
- B. Mechanical works, not limited to:
- 1. Design and Build of New cooling Tower Field Piping inlet and outlet connections interconnected to existing piping; shall be fabricated at time of installation, kept clear and supported independently of all unit access accessories.
- 2. Field Piping of carbon steel with epoxy coating. Coating System No. 1

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Scope of Work

and Surface Preparation No. 2. Refer to Paint Specifications, Section 09900.

- 3. Design and Build of new piping system with check valves and manual isolating valves to use either Cooling Tower for combined cycle unit 5 or unit 6.
- 4. In case on contact or connection with dissimilar metals, a thermoplastic material shall be used between dissimilar metals, as specified.
- 5. Connections 32 and smaller shall be MPT. Connections 42 and larger shall be grooved for mechanical coupling and beveled for welding.
- 6. Overflow and Make Up Water shall be FPT connection
- 7. Piping, flanges, and valves designed and seized for pump suction and design flow rate based on the maximum flow rate through the strainer with basin water at standard operating level.
- 8. Field piping supported independently of all unit accessories.
- C. Electrical works, not limited to:
- 1. All conduits shall be rigid, of CPVC, watertight and pitched downward to allow condensation to drain away from fan motor conduit box
- 2. Orientation of rigid conduits outside casing panel shall turn down to junction box
- 3. Junction box, safety switch, disconnect switch, enclosures shall be watertight, NEMA 4X Class 1 Division 1.
- 4. Separate conduit lines required for each fan motor
- 5. Conduit lines and switches shall be design and rated for proper voltage and Hp of fan motor.
- 6. Design, supply, and installation of motors? heating system, in accordance with drawing SW-Q21000211002
- 7. Wiring and Installation of the Mechanical Vibration Cutout Switch (provided with the Cooling Tower) in accordance with drawings VL-Q21000211002 and VW-Q21000211002
- 8. Connections to the DCS done by PREPA.
- D. Structural Works, not limited to:
- 1. Structural design, fabrication, and modification of all supports

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Scope of Work

required in accordance to Cooling Towersi operating and weight loading.

- 2. Design and Loads calculations for new support structure, shall be complying to Wind and Seismic Loads of the PR Building Code, latest revision, for the region where the project is being constructed.
- 3. Cooling Tower are supported (installed on top) by two new support I Beams per Cooling Tower (to be provided by Contractor), 62 wide, in accordance to drawing SS-Q21000211002.
- 4. Support beams shall be flush and level at top.
- 5. Steel frame members perpendicular to the support beams and under the air inlet edges of units shall be at least 2¿ below the top of the support beams.
- 6. The two new support I Beams per Cooling Tower shall be installed on top of existing support beams frame structure. Modifications to the existing beams frame structure shall be considered.
- 7. Existing frame and new steel supports shall be painted with epoxy coating. Coating System No. 1 and Surface Preparation System No. 2. All surfaces shall be cleaned, free of salts and other contaminants. Surface preparation and coating shall be inside a bubble. Refer to Paint Specifications, Section 09900.
- 8. Removal of two existing cooling towers
 Refiérase a Special Conditions & Technical Specifications en doc api.
 INSTRUCCIONES PARA ESTA SUBASTA:
- 1-PARA ESTA SUBASTA LA AUTORIDAD ACEPTARÁ PROPUESTAS EN SOBRE SELLADO. ACOMPAÑAR ORIGINAL DE SU LICITACIÓN CON DOS COPIAS IDÉNTICAS.
- 2- PARA ESTA SUBASTA, LA AUTORIDAD REQUIERE UNA FIANZA DE LICITACIÓN INDIVIDUAL QUE CUBRA EL 10% DEL TOTAL DE SU OFERTA, FORMULARIO AEE 500.0-368. LA FIANZA TIENE QUE VENIR ACOMPAÑADA CON EL DOCUMENTO POWER OF ATTORNEY. ESTOS DOCUMENTOS TIENEN QUE SER PREPARADOS POR UNA COMPAÑÍA AUTORIZADA A HACER NEGOCIOS EN PUERTO RICO.
- 3- SE LE REQUERIRA AL LICITADOR AGRACIADO UNA FIANZA DE EJECUCION DEL 100% DEL TOTAL DE LA ORDEN.

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Scope of Work

4- LUGAR DEL SERVICIO: CENTRAL SAN JUAN, AVENIDA MERCADO CENTRAL LOTE 28 ZONA PORTUARIA,, PUERTO NUEVO PUERTO RICO

5-LOS LICITADORES TIENEN QUE DESGLOZAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACION ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.

6-SERÁ REQUISITO PARA ADJUDICACIÓN ESTAR ACTIVO EN EL REGISTRO DE PROVEEDORES DE LA AEE.

7- LUEGO DE LA APERTURA DE LA SUBASTA, LOS LICITADORES, SUS REPRESENTANTES Y OTRAS PARTES NO PUEDEN COMUNICARSE EN FORMA ALGUNA CON EMPLEADOS DE LA AUTORIDAD DE ENERGÍA ELÉCTRICA PARA ASUNTOS RELACIONADOS CON LAS PROPUESTAS BAJO ESTUDIO, SALVO LO DISPUESTO POR LEY NÚM. 38, DEL 30 de junio del 2017, SEGÚN ENMENDADA Y LA REGLAMENTACIÓN PROMULGADA A SU AMPARO. REGLAMENTO DE SUBASTAS, CAPÍTULO IV, SECCIÓN VI, ARTÍCULO C, INCISO 2.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO:

- 1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.
- 2. EL CONTRATISTA MANTENDRÁ VIGENTE EN EL REGISTRO DE PROVEEDORES DE LA AEE, UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017,

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Scope of Work

SEGÚN ENMENDADA, CONOCIDA COMO ¿LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO¿, O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.

- 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.
- 4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

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Terms and Conditions - Text

			
Facility		Standard	PH000001
Revision	004	Description	EQUAL OPPORTUNITY

EOUAL 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.

Facility		Standard	PH000002
Revision	005	Description	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.

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÍ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIÓN TÉRMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRÁN SER DECLARADOS NO RESPONDIENTE.
- 3. GARANTÍA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTÍA DE LICITACIÓN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTÍA SERÁN RECHAZADAS.
- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGÍA ELÉCTRICA NO ACEPTARÁ PROPUESTAS POR FACCÍMIL O MEDIOS ELECTRÓNICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIÓN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE

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PUERTO RICO ELECTRIC POWER AUTHORITY

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Terms and Conditions - Text

Facility Revision	019	Standard Description	PH000009 INSTRUCCIONES PARA SUBASTAS FORMALES
	PARA LOS CASOS DE DEU CASO DE ASÍ REQUERIRS		SI POSEE ALGÚN PLAN
Facility Revision	009	Standard Description	PH000033 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.

Facility		Standard	PH000035
Revision	006	Description	INDEMNITY

INDEMNITY.

Seller shall defend, hold harmless 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) on account of damage to any property or injury, including death, to any persons (including any employee of Seller or Buyer) that occurs or is alleged to have occurred in connection with the performance of this Order by Seller. Seller intends for the foregoing defense, hold harmless, and indemnity obligations to apply regardless of cause and regardless of the theory of recovery, including strict liability and the negligence of the indemnified parties. Seller assumes all risks of damage or injury to Seller's own property or personnel, from whatever cause.

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RFP 00003183

Due Date 9/14/21

Due Time 2:00 PM

9/1/21

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* * *End of Request For Proposal* * *

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Page

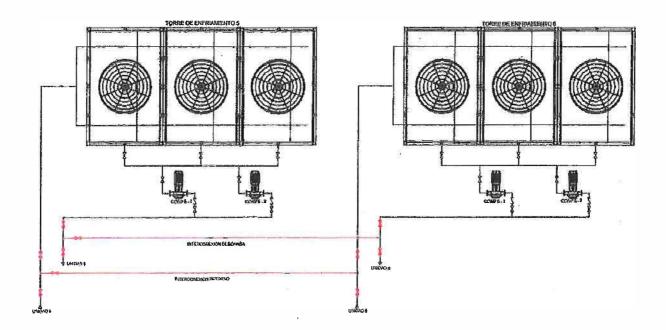


INSTALLATION OF NEW COOLING TOWERS, RFP-3183

ADDENDUM Q & A

1. In the pre bid meeting, it was mentioned that six (6) valves are going to be replaced approximately. Please provide valves specifications and the exact location.

PREPA: This is a design and build project. If the valves in question are related to the modification of existing set up for flexibility to use either cooling tower for combustion turbine unit 5 or unit 6, there will be a total six new valves for the new arrangement of cooling tower unit 5 and four valves for cooling tower unit 6. Valves shall be of carbon steel, ASME Class 150, flat face flange. Refer to drawing and pictures below:



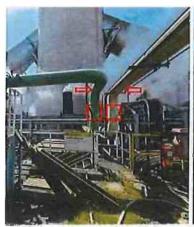


UNIDAD 6





UNIDAD 5







Depending on the pressure level and relative capacity of the cooling tower system, consider:

globe control valve for small-diameter pipe (0.5 to 2"); segmented ball valve for mid-diameter pipe (3 to 6"); and high performance butterfly valve (HPBV) for large-diameter pipe (8" and above). For isolation valves: two- or three-piece ball valve for small-diameter pipe; flanged ball valve for mid-diameter pipe; and butterfly valve for large-diameter pipe.

2. Please provide the pipes specifications to be used, (Seamless or ERW).

PREPA: Seamless.

3. Pipes Instruments will be replaced? If yes, please provide instruments quantity and specifications.

PREPA: Pipes instruments will be reused and is PREPA's responsibility to supply replacement, if needed.

4. Please provide insulation material specification to use between the existing structural base and the new Cooling Towers base.

PREPA: This is a design and build project. The insulation material shall be recommended by the designer engineer and presented as a submittal for PREPA approval. The selection shall consider the load of the cooling tower with water, vibrations of the system in operation, the environment exposed, and the ultraviolet rays from the sun.

5. In the pre bid meeting, it was mentioned to install one (1) blind flange at the end of each Cooling Tower Pipe. Please provide the Blind Flange specification.

PREPA: Blind flange shall be carbon steel, same material, size and specification of existing pipe. There will be one for each cooling tower. The pictures below show the location.

6. Please provide the pipes specifications to be used, (Seamless or ERW).

PREPA: Seamless.

7. Pipes Instruments will be replaced? If yes, please provide instruments quantity and specifications.

PREPA: Pipes instruments will be reused and is PREPA's responsibility to supply replacement, if needed.

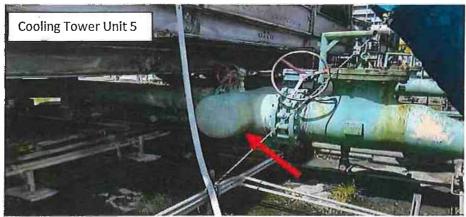
8. Please provide insulation material specification to use between the existing structural base and the new Cooling Towers base.

PREPA: This is a design and build project. The insulation material shall be recommended by the designer engineer and presented as a submittal for PREPA approval. The selection shall consider the operating load of the cooling tower, vibrations of the system in operation, the environment exposed, and the ultraviolet rays from the sun.

9. In the pre bid meeting, it was mentioned to install one (1) blind flange at the end of each Cooling Tower Pipe. Please provide the Blind Flange specification.

PREPA: Blind flange shall be carbon steel, flat face, ASME class 150, same material, size and specification of existing pipe. There will be one for each cooling tower. The pictures below show the location.





10. Is it required to consider the payment of Municipal Taxes in this project?

PREPA: Contractor is responsible of all taxes, including Municipal Taxes.

Invitación Pre Subasta

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00003183

Due Date

8/31/21

Due Time

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8/26/21

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Return RFP To:

ANGELICA ROSARIO DAVILA PR ELECTRIC POWER AUTHORITY PURCHASING DIVISION PO BOX 364267 SAN JUAN, PR 00936-4267 AROSARIO16128@AEEPR.COM 787-521-3034

Vendor:

BULLETIN BOARD DIVISION DE SUMINISTROS SAN JUAN PR 00936

Work Location:

CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2 ZONA PORTUARIA PUERTO NUEVO, PR 00920

Title

Phone

INSTALLATION OF NEW COOLING TOWERS UNITS 5 & 6 SJ POWER PLANT

Bid Details

Bid Value	SEE PROPOSAL	Currency	USD	
Bid Pricing Met	hod ESTIMATE	Not to Exceed?	Χ	
Start Date	10/1/21	End Date	6/30/22	

Signatures

Vendor Authorized Signature

César A. Báez Hernández, President

Printed Name/Title

10/4/2021

Date Signed

Phone

Authorized Signature

Angélica Rosario Dávila-Supervisora de Compras

Printed Name/Title

26 de agosto de 2021

Date Signed

Mark

Phone

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RFP 00003183

Due Date 8/31/21

Due Time 1:00 PM

Printed 8/26/21

PUERTO RICO ELECTRIC POWER AUTHORITY

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Terms and Conditions - Text at End

<u>Facility</u>	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Υ	EQUAL OPPORTUNITY
	PH000002	005	S	Υ	COMPLIANCE WITH LAWS.
	PH000009	019	S	Υ	INSTRUCCIONES PARA SUBASTAS FORMALES
	PH000033	009	S	Υ	FORCE MAJEURE
	PH000035	006	S	Y	INDEMNITY

Scope of Work

CR 249177

SUBASTA FORMAL RFP 003183

INSTALLATION OF NEW COOLING TOWERS UNITS 5 & 6 SJ POWER PLANT

-SE INFORMA A LOS LICITADORES LO SIGUIENTE:

SE CONVOCA A REUNIÓN PRE-SUBASTAS COMPULASORIA EN LA FECHA AQUÍ ESTABLECIDA:

- FECHA: MARTES 31 DE AGOSTO DE 2021

- HORA: 1:00PM

- SALÓN DE CONFERENCIAS, CENTRAL SAN JUAN

VER ANEJOS PARA ESPECIFICACIONES Y REQUISITOS SUBASTA.

REQUISITOS DE VISITA A LOS PREDIOS DE LA AUTORIDAD:

-DEBIDO A LA SITUACIÓN IMPERANTE REFERENTE A LA PANDEMIA DEL COVID-19, LOS LICITADORES DEBERÁN UTILIZAR EL SIGUIENTE EQUIPO DE SEGURIDAD PERSONAL:

- A. MASCARILLA
- B. CALZADO DE SEGURIDAD
- C. CAPACETE
- D. GAFAS DE SEGURIDAD

Page 2 of 10

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Scope of Work

PERSONA QUENO LLEVE DICHO EQUIPO, SE LE PROHIBIRÁ LA ENTRADA A LA CENTRAL.

- -SE PERMITIRÁ LA ASISTENCIA DE DOS PERSONAS POR COMPAÑÍA LAS CUALES DEBERÁN CUMPLIR CON LAS SIGUIENTES INSTRUCCIONES, SEGÚN ORDEN EJECUTIVA VIGENTE:
- 1-LA PERSONA EN REPRESENTACIÓN DE LA COMPAÑÍA QUE VAYA A PARTICIPAR DE ESTA REUNIÓN, TENDRÁ QUE PRESENTAR EVIDENCIA DE VACUNACIÓN COVI-19 COMPLETADA. DE NO ESTAR VACUNADO, SE ACEPTARÁ PRUEBA MOLECULAR NEGATIVA.
- 2-ESTOS DOCUMENTOS DEBERÁN SER ENVIADOS A LA SUPERVISORA DE COMPRAS, ANGÉLICA ROSARIO DÁVILA, POR CORREO ELECTRÓNICO, HASTA EL DÍA DE LA REUNIÓN A LAS 10:00AM. ESTOS RESULTADOS SE ENVIARÁN AL DEPARTAMENTO DE SEGURIDA LABORAL PARA QUE SE AUTORICE LA ENTRADA A LAS FACILIDADES DE LA AUTORIDAD.
- 3-EL ESTAREMOS ENVIANDO UN CORREO ELECTRÓNICO CON LA APROBACIÓN DE SU VISITA A NUESTROS PREDIOS, EL CUAL TENDRÁN QUE MOSTRARLO AL GUARDIA DE SEGURIDAD DE LA CENTRAL.
- 4- NO SE PERMITIRÁ ENTRADA A LA CENTRAL A SUPLIDORES QUE NO CUMPLAN CON ESTAS INSTRUCCIONES.

VALIDEZ DE LA PRUEBA DEL COVID:

- 1) SI EL REPRESENTANTE ES DE PUERTO RICO PODRÁ PRESENTAR EL NEGATIVO DE LA PRUEBA SEROLÓGICA, LA MOLECULAR O LA ANTÍGENOS (UNA DE LAS TRES), CON UNA VÁLIDEZ DE NO MÁS DE CINCO (5) DÍAS DE HABERS REALIZADO LA MISMA.
- 2) SI EL REPRESENTANTE LLEGA DE ESTADOS UNIDOS O DE FUERA DE TERRITORIO ESTADOUNIDENSE TENDRÁ QUE PRESENTAR LA PRUEBA MOLECULAR NEGATIVA CON UNA VÁLIDEZ DE NO MAR TRES (3) DÍAS DE HABERSE REALIZADO LA MISMA.

This is a Design and Build project. Scope of work includes removal of

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Scope of Work

existing cooling towers; design, build, installation, start up and commissioning of two new three cells cooling towers, model S3E-1222-07Q-3/SY, manufactured by Baltimore Aircoil Company (BAC), with its Lakos Tower Clean Filtration System.

Works shall include all engineering, labor, materials, equipment (crane, etc.), tools, supervision, and services. The scope includes, but is not limited to, the design and build of Cooling Towers¿ inlet and outlet connection piping, piping supports, cooling towers assembly, filtration system (Lakos), P&Ids, necessary wiring, conduits, electrical connection, fabrication of all necessary supports, installation, start up and commissioning, and any other task to make the above-mentioned system operable for units 5 and 6. Interconnection piping, flanges and bolts shall be of 316 SS. A thermoplastic UV resistance insulating material shall be used to prevent galvanic corrosion between dissimilar metals. Scope of work also shall include the removal and disposal of the existing cooling tower and related equipment. Metal components will remain in PREPA property inside a scrap container. Contractor shall be responsible for all required rigging, safety, and equipment.

The project completion period shall be seventy (70) calendar days for cooling tower # 5 and thirty (30) calendar days for the cooling tower # 6. The Contractor shall consider two mobilizations. Cooling Tower # 5 works is scheduled to commence in the first week of November 2021. Unit 6 Cooling Tower works are schedule for thirty days. A delay penalty of two thousand five hundred dollars (\$2,500) per calendar day after the project completion period for each mobilization to a cumulative maximum of 10% of the total contract value.

- 1.7 Scope of Work
- A. This is a Design and Build project for the installation of two new Cooling Tower System. New Cooling Towers shall be installed to fit on the existing structural base. Modifications shall be considered for the installation of two new support beams per cooling tower. Contractor shall provide as built drawings.
- B. Mechanical works, not limited to:
- 1. Design and Build of New cooling Tower Field Piping inlet and outlet

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Scope of Work

connections interconnected to existing piping; shall be fabricated at time of installation, kept clear and supported independently of all unit access accessories.

- 2. Field Piping of carbon steel with epoxy coating. Coating System No. 1 and Surface Preparation No. 2. Refer to Paint Specifications, Section 09900.
- 3. Design and Build of new piping system with check valves and manual isolating valves to use either Cooling Tower for combined cycle unit 5 or unit 6.
- 4. In case on contact or connection with dissimilar metals, a thermoplastic material shall be used between dissimilar metals, as specified.
- 5. Connections 3¿ and smaller shall be MPT. Connections 4¿ and larger shall be grooved for mechanical coupling and beveled for welding.
- 6. Overflow and Make Up Water shall be FPT connection
- 7. Piping, flanges, and valves designed and seized for pump suction and design flow rate based on the maximum flow rate through the strainer with basin water at standard operating level.
- 8. Field piping supported independently of all unit accessories.
- C. Electrical works, not limited to:
- 1. All conduits shall be rigid, of CPVC, watertight and pitched downward to allow condensation to drain away from fan motor conduit box
- 2. Orientation of rigid conduits outside casing panel shall turn down to junction box
- 3. Junction box, safety switch, disconnect switch, enclosures shall be watertight, NEMA 4X Class 1 Division 1.
- 4. Separate conduit lines required for each fan motor
- 5. Conduit lines and switches shall be design and rated for proper voltage and Hp of fan motor.
- 6. Design, supply, and installation of motors: heating system, in accordance with drawing SW-Q21000211002
- 7. Wiring and Installation of the Mechanical Vibration Cutout Switch (provided with the Cooling Tower) in accordance with drawings

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Scope of Work

VL-Q21000211002 and VW-Q21000211002

- 8. Connections to the DCS done by PREPA.
- D. Structural Works, not limited to:
- 1. Structural design, fabrication, and modification of all supports required in accordance to Cooling Towers¿ operating and weight loading.
- 2. Design and Loads calculations for new support structure, shall be complying to Wind and Seismic Loads of the PR Building Code, latest revision, for the region where the project is being constructed.
- 3. Cooling Tower are supported (installed on top) by two new support I Beams per Cooling Tower (to be provided by Contractor), 6¿ wide, in accordance to drawing SS-Q21000211002.
- 4. Support beams shall be flush and level at top.
- 5. Steel frame members perpendicular to the support beams and under the air inlet edges of units shall be at least 2¿ below the top of the support beams.
- 6. The two new support I Beams per Cooling Tower shall be installed on top of existing support beams frame structure. Modifications to the existing beams frame structure shall be considered.
- 7. Existing frame and new steel supports shall be painted with epoxy coating. Coating System No. 1 and Surface Preparation System No. 2. All surfaces shall be cleaned, free of salts and other contaminants. Surface preparation and coating shall be inside a bubble. Refer to Paint Specifications, Section 09900.
- 8. Removal of two existing cooling towers Refiérase a Special Conditions & Technical Specifications en doc api. INSTRUCCIONES PARA ESTA SUBASTA:
- 1-PARA ESTA SUBASTA LA AUTORIDAD ACEPTARÁ PROPUESTAS EN SOBRE SELLADO. ACOMPAÑAR ORIGINAL DE SU LICITACIÓN CON DOS COPIAS IDÉNTICAS.
- 2- PARA ESTA SUBASTA, LA AUTORIDAD REQUIERE UNA FIANZA DE LICITACIÓN INDIVIDUAL QUE CUBRA EL 10% DEL TOTAL DE SU OFERTA, FORMULARIO AEE 500.0-368. LA FIANZA TIENE QUE VENIR ACOMPAÑADA CON EL DOCUMENTO POWER OF ATTORNEY. ESTOS DOCUMENTOS TIENEN QUE SER PREPARADOS POR UNA COMPAÑÍA AUTORIZADA A HACER NEGOCIOS EN PUERTO RICO.
- 3- SE LE REQUERIRA AL LICITADOR AGRACIADO UNA FIANZA DE EJECUCION DEL 100%

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Scope of Work

DEL TOTAL DE LA ORDEN.

4- LUGAR DEL SERVICIO:

CENTRAL SAN JUAN, AVENIDA MERCADO CENTRAL LOTE 28 ZONA PORTUARIA,, PUERTO NUEVO PUERTO RICO

- 5-LOS LICITADORES TIENEN QUE DESGLOZAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACION ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.
- 6-SERÁ REQUISITO PARA ADJUDICACIÓN ESTAR ACTIVO EN EL REGISTRO DE PROVEEDORES DE LA AEE.
- 7- LUEGO DE LA APERTURA DE LA SUBASTA, LOS LICITADORES, SUS REPRESENTANTES Y OTRAS PARTES NO PUEDEN COMUNICARSE EN FORMA ALGUNA CON EMPLEADOS DE LA AUTORIDAD DE ENERGÍA ELÉCTRICA PARA ASUNTOS RELACIONADOS CON LAS PROPUESTAS BAJO ESTUDIO, SALVO LO DISPUESTO POR LEY NÚM. 38, DEL 30 de junio del 2017, SEGÚN ENMENDADA Y LA REGLAMENTACIÓN PROMULGADA A SU AMPARO. REGLAMENTO DE SUBASTAS, CAPÍTULO IV, SECCIÓN VI, ARTÍCULO C, INCISO 2. LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO:
- 1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.
- 2. EL CONTRATISTA MANTENDRÁ VIGENTE EN EL REGISTRO DE PROVEEDORES DE LA AEE, UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO ¿LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO¿, O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.
- 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE

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Scope of Work

ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

Terms and Conditions - Text

	Here the parties that the second seco		DU1000001
Facility		Standard	PH000001
Revision	004	Description	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.

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RFP 00003183

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8/31/21

Due Time

1:00 PM 8/26/21

PUERTO RICO ELECTRIC POWER AUTHORITY

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Terms and Conditions - Text

Facility		Standard	PH000002
Revision	005	Description	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.

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÍ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIÓN TÉRMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRÁN SER DECLARADOS NO RESPONDIENTE.
- 3. GARANTÍA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTÍA DE LICITACIÓN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTÍA SERÁN RECHAZADAS.
- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGÍA ELÉCTRICA NO ACEPTARÁ PROPUESTAS POR FACCÍMIL O MEDIOS ELECTRÓNICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIÓN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGÚN PLAN DE PAGO; ESTO EN CASO DE ASÍ REQUERIRSE.

Facility		Standard	PH000033
Revision	009	Description	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

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Terms and Conditions - Text

Facility		Standard	PH000033
Revision	009	Description	FORCE MAJEURE
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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.

Facility		Standard	PH000035
Revision	006	Description	INDEMNITY

INDEMNITY.

Seller shall defend, hold harmless 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) on account of damage to any property or injury, including death, to any persons (including any employee of Seller or Buyer) that occurs or is alleged to have occurred in connection with the performance of this Order by Seller. Seller intends for the foregoing defense, hold harmless, and indemnity obligations to apply regardless of cause and regardless of the theory of recovery, including strict liability and the negligence of the indemnified parties. Seller assumes all risks of damage or injury to Seller's own property or personnel, from whatever cause.

* * *End of Request For Proposal* * *



PUERTO RICO ELECTRIC POWER AUTHORITY MATERIALS MANAGEMENT DIVISION- PURCHASING DEPARTMENT ATTENDANCE LIST: MEETING

DATE: August 31, 2021

TIME:	1:00pm	

RFP 0003183

Email Address

Telephone No.

Company's Name	Representative's Name and Title (Print)	Signature
Caribbean Industral 1 Special this Inc	Licardo Tivado	Blean
2 All Contractors	Tania Borrero	ABUS!
All Confractus	Na Borers	
GURESUA COID.	Luis A. Danies	CHI T
5 ACC .	bene A. Chipie m	
6 ABB	Jorge Lopez,	Tou Im Reh
7 AEE	VictorONiz	(De Off
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***POWERADVOCATE EVENT NUMBER: 118598

Bid Proposal

Page 1 of 13

PROPOSAL SECTION I

October 4, 2021

Puerto Rico Electric Power Authority San Juan, Puerto Rico

In compliance with your INVITATION TO BID for the *Installation of New cooling Towers 5 & 6*, RFP 3183, and having carefully examined and completely understood all of the Contractor's documents, the undersigned proposes to furnish all labor, equipment, and materials not provided by PREPA or Others, and to perform all work as detailed, indicated or described in said Contractor's documents, and subject to all conditions stipulated therein, starting at the date of receipt of the Order to Proceed and finishing in As Required () calendar days.

(in words)

Eight Hundred and Ninety Thousand
for the LUMP SUM of Seven Hundred and Five Dollars (\$890,705.00) dollars.

(in words)

César A. Báez Hernández, President

Enersys Engineering Corporation

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PROPOSAL SECTION I-A REV.1

October 4, 2021

Contract Sum Breakdown (the sum of all breakdown items shall equal the proposed Contract Lump Sum shown on Page 1 of the proposal):

1,	Mobilization (Includes Taxes & Insurance)		\$ <u>106,884.00</u>
2.	Unit 5 Existing Equipment/Structure Removal & disposal in appropriate dumpster	r	\$_22,268.00
3.	Unit 6 Existing Equipment/Structure Removal & disposal in appropriate dumpster	ť	<u>\$ 22,268.00</u>
4.	New Equipment/Structure -Installation (Clearance Related)		\$_75,710.00
5.	New Interconnection piping Elbows, Valves, blind flanges		\$ <u>222,675.00</u>
6.	Bolts, Nuts, Washers & Gaskets (New Hardware)		\$ 26,721.00
7.	New Structural I beams		\$_31,175.00
8.	Mechanical, Civil and Structural Design for the installation of Cooling Towers		\$ <u>13,361.00</u>
9.	New Electrical hardware		\$ <u>31,175.00</u>
10.	Existing Support Structure painting		\$22,268.00
11.	U5 – Existing Structure painting		\$40,082.00
12.	U6 - Existing Structure painting		\$ 40,082.00
13.	U5 – New Cooling Tower Installation		\$_129,152.00
14,	U6 - New Cooling Tower Installation		\$_106,884.00
Сс	ontract Sum	\$	890,705.00

César A Báez Hernández, President

Enersys Engineering Corporation

I-A.1 The following fees will apply to changes in the work:

- 1. 15% overhead and profit on the net cost of work done by the Contractor.
- 2. 10% overhead and profit on the gross cost (net plus fee) of work done by subcontractor.
- 3. On work deleted from the Purchase Order/Contract, credit to the Owner shall be the Engineer net cost.
- 4. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured out on the basis of the net increase, if any, with respect to that change.

César A. Báez Hernández, President

Enersys Engineering Corporation

1.

SECTION II QUALIFICATIONS OF BIDDERS

We hereby	submit the following	data regardin	g our qua	alifications:	
A. Perma	nent Place of Business	3			
a)	Street 90 Carr. 1	165	_No	Suite 312	
b)	Centro Internacional d	le Mercadeo I	City	Guaynabo, PR	
c)	Zip Code00968	Telephone	e Numbe	el	
d)	Cellular	Electroni	c Mail _	enersys@enersyspr.cor	n_
B. Finance	cial Statement				
a)	Cash in bank or on har	nd	\$	140,575	.00
b)	Total property value		\$	555,774	.00_
c)	Other assets total value	e	\$	2,262,803	3.00
		Total	\$	2,959,152	2.00
d)	Liabilities		\$	1,495,936	8.00
		Net	\$	1,463,216	3.00
Cé Er	sar A. Báez Hernánd nersys Engineering C	dez, Preside Corporation	nt ·		

QUALIFICATIONS OF BIDDERS (continued)

2. The following is a list of equipment I or we have available for use on this work:

ITEM NO.	QTY.	DESCRIPTION, SIZE CAPACITY, ETC.	CONDITION	YEARS OF SERVICES	PRESENT LOCATION
1	6	Portable Welding Machine	Good	5	- OVVANA
2	2	Diesel Welding Machine	Good	5	10 miles
3	4	Forklift	Good	5	
4	1	Transportation Vans	Good	1	
5	10	Construction Tools	Good	1	
6	1	Welder Machine	Good	2	0.10
7	1	Plataform	Good	2	110, 4,400
8	2	Skytrack	Good	2	
7/100-1199					
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César A. Báez Herhández, President

Enersys Engineering Corporation

(787) 620-1672

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QUALIFICATIONS OF BIDDERS (continued)

3. The following is a list of additional equipment I or we intend to purchase or rent for use on the proposed work, should the contract be awarded to me or us:

ITEM NO.	QTY.	DESCRITPION, SIZE, CAPACITY, ETC.	APPROX. COST	DATE OF DELIVERY
		NONE		
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César A. Bág	z Her	nánde	z, President
Enersys Engi	neeri	ing Co	prporation

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QUALIFICATIONS OF BIDDERS (continued)

4. The following is a list of similar contracts executed by me or us:

ITEM NO.	QTY.	TYPE OF WORK	CONTRACT PRICE	COMPLETION DATE
	See.	Attached List of Project Exp	periences	
	*			
		-	9-10-3-500-00-0	Y
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LISTA DE EXPERIENCIA Installation of New Cooling Towers Units 5 & 6, San Juan Power Plant RFP: 0003183

Item	Localidad	Proyecto	Precio Contrato	Fecha Completado	Contacto
1	AEE, Central Costa Sur	a Sur Rehabilitación Caldera 5		2002	Ing. Miguel Beauchamp
2	AEE, Central Costa Sur	Rehabilitación Caldera 3	\$1,878,000.00	2003	Ing Miguel Beauchamp
*3	AEE, Central Palo Seco	Rehabilitación Caldera 1	\$1,474,000.00	2004	Ing. Rolando Dávila
4	AEE, Central Aguirre	Rehabilitación Caldera 2	\$6,327,000.00	2005	Ing. Denny Albarrán
5	AEE, Central Costa Sur	Rehabilitación Caldera 4	\$1,272,000.00	2006	Ing. Miguel Beauchamp
6	Bacardi Corporation, Cataño, PR	Assembly and Install New 3MW Electrical Co-generation Plant	\$1,500,000.00	2007	Ing, Javier Figueroa
7	AEE, Central Palo Seco	Reemplazo Fondo Homo Caldera 4	\$438,000.00	2008	Ing. Rolando Dávila
8	AEE, Central San Juan	Critical and BOP Piping Assembly and Erection, San Juan Steam Plant / Rust Constructors PR, Inc.	\$17,747,116.36	2008	Ina. José Vázauez
9	AEE, Central San Juan	RUST – RO Interconnection Piping / Rust Constructors PR, Inc.	\$7,255,617.60	2008	Ing. José Vázquez
10	AEE, Central San Juan	Rehabilitación Caldera 10 Central San Juan	\$2,572,000.00	2009	Ing. José Molina
44	AEE, Central Costa Sur	Rehabilitación Caldera Unidad 6, Central Costa Sur	\$4,048,000.00	2009	Ing. Miguel Beauchamp 3
12	AEE, Central Aguirre	Rehabilitación Caldera Unidad 1, Central Aguirre	\$4,100,000.00	2011	ing, penny Albarrán
13	AEE, Central Costa Sur	Demineralized Water Treatment Plant	\$9,707,000.00	2012	Ing. Ångel Pérez
94	Hospital Regional de Bayamón, PR Dpto. de Salud	Adquisición e Inst. de Caldera y/o Rehabilitación de Caldera Existente, Hosp. Regional Bayamón, PR - Dpto. De Salud	\$318,450.00	2013	Ing, Roberto Wah
15	Bacardi Corporation, Cataño, PR	Boiler # 1 Internal Pipes Replacement at the Bacardi Corporation, Cataño, PR	\$806,005.00	2014	Ing. Francisco Vázquez
16	Bacardi Corporation, Cataño, PR	Cooling Tower #1 Modifications Project at Bacardi Corporation, Cataño.	\$1,168,630.00	2015	Ing. Francisco Vázquez
17	AEE, Central Generatriz Aguirre	Reemplazo Tubos Bifurcados Caldera U.2	\$38,500.00	2016	Ing. Benny Albarrán
18	Cemex Corp. de PR, Inc., Ponce, PR	Modificaciones Embudo Silo PB-1, Planta Carbón	\$90,000.00	2016	Ing. Héctor Asencio
19	Eli Lilly del Caribe, Carolina, PR	Fuel Gas Stacks Monitoring Ports	\$38,000.00	2017	Ind Joel Rose
20	Bacardi Corporation, Cataño, PR	Fuel Gas Monitoring Parts & Assembling, Boiler 2A, Bacardi Corporation	\$47,000.00	2017	I Ing. Francisco Vázquez
21	AEE, Central Aguirre	Reemplazo de Componentes Air Pre Heaters U1	\$477,764.00	2017	Ing. Benny Albarrán
22	AEE, Central Aguirre	Reparación Junta Expansión #2 Conducto Gases HRSG 1-4	\$169,100.00	2019	Ing Renny Alharrán
23	AEE, Central San Juan	Boiler Rehabilitation Works on Unit 9	\$5,295,000.00	2019	Ing, José Molina
24	AEE, Central Aguirre	Mov #8 Reparación shell tanque condensado #2, Central Ciclo Combinado Agurre, Salinas	\$121,654.00	2019	ing, william Klos
25	AEE, Central Palo Seco	Instalación Mega Gens Mitsubichi Power Aero, LLC ARG Precision Corp.	\$3,100,400.00	2019	Ing. Neftalí Ramírez
26	AEE, Central Aguirre	Reemplazo Esquinero Salida Conducto Gases 1-4	\$72,402.07	2020	Ing. William Ríos
27	AEE, Central Aguirre	Reemplazo de Componentes Air Pre Heaters U2	\$347,377.00	2020	Ing. Benny Albarrán
28	AEE, Central Palo Seco	Stainless Steel Piping Installation	\$1,409,300.00	2020	Ind. Rolando Dávila
29	AEE, Central Aguirre	Reemplazo de Componentes Air Pre Heaters U2	\$347,377.00	2020	ing. Þenny Albarran
30	AEE, Central San Juan	Reparación Quemadores U9	\$68,000,00	2020	Ing, José Molina
	1	U 3, Inspection, Maintenance &	\$211,927.00	2021 I	Ing. Rolando Dávila

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QUALIFICATIONS OF BIDDERS (continued)

5. The following is a list of contracts on hand:

CONTRACT NUMBER	DESCRIPTION OF WORK	CONTRACT PRICE	% COMPLETED
EEC-177	Boiler 3 Convection Tubes Bank Replacement	\$159,300.00	80%
EEC-184	Rehabilitación Tanques 741 & 742.	\$500,000.00	20%
EEC-186	Reemplazo de Sistema de Filtros Multimedia para WTP	\$2,987,000.00	5%
EEC-189	Supply and Install of New Demi Water SS Piping & Fittings	\$285,700.00	95%
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César M. Báez Hernández, President Enersys Engineering Corporation

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QUALIFICATIONS OF BIDDERS (continued)

6. Type of Organization and Business				
Enersys Engineering Corporation				
Centro Internacional de Mercadeo II				
90 Carr. 165 Suite 312				
Guaynabo, PR 00968-8064				
7. The work, if awarded to me or us, will have the personal supervision of				
César A. Báez Hernández, PE	President			
Holban J. Navedo López, PE	Project Manager			
Edward R. Pérez Plaza	Superintendent			
César A. Báez Hernández, President Enersys Engineering Corporation				

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QUALIFICATIONS OF BIDDERS (continued)

8. Construction Methods to be Used in the Work (Bidder to outline the principal methods and order of procedure to be employed in the work)

order of procedure to be employed in the work)
All works shall be performed in a safe and workmanlike manner and un conformance
with Codes, Standars, Local Rules, Regulations and Ordinances, etc. of government
agencies having jurisduction, including but not limited to the following:
1. The Environmental Protection Agency (EPA).
2. The Office of Safety and Health Administration (OSHA) requirements.
3. American Society of Mechanical Engineers (ASME)
4. Environmental Quality Board (EQB),
5. American Petroleum Institute (API) - 2610 Design, Construction Operation,
Maintenance & Inspection of Terminal and Tank Facilities.
6. National Fire Protection (NFPA).
7. The National Assosciation of Corrosion Engineers (NACE).
8. American Society for Testing and Materials (ASTM).
9. American Society of Nondestructive Testing (ASNT).
10. The Society of Protective Coating (SPC).
11. American Welding Society (AWS).
12. National Board Inspection Code (NBIC).
13. The International Standard Organization (ISO).
(Use additional sheets if necessary and attach to back of this page)
line A b- 1

César A. Bágz Hernández, President

Enersys Engineering Corporation

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SECTION III EXCEPTIONS CLAUSE

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sar A.	Báez Hernánd	ez, President			
	Engineering C				
CISYS	Linging C	orporation			•

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SECTION IV ADDENDUM RECEIPT

The undersigned certifies that the following addenda to the Specifications have been received and are made a part of the contract documents:

Addendum No1	Dated9/1/21
Addendum No. 2	Dated9/27/21
Addendum No.	Dated
Addendum No	Dated
Addendum No	Dated
Addendum No.	Dated
Addendum No.	Dated
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Addendum No	Dated
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Enersys Engineering Corporation

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Page 13 of 13

PROPOSAL (continued)

The undersigned,César A. Báez Hernández, President	
submits the Proposal hereinbefore contained. Dated Monday October 4, 2021 This 4 day of October, 2021 Enersys Engineering Corporation (Name of Organization) By: (Signature of Person Signing for the Organization) President Official Title of Person Signing	
submits the Proposal hereinbefore contained. Dated Monday October 4, 2021 This 4 day of October, 2021 Enersys Engineering Corporation (Name of Organization) By: (Signature of Person Signing for the Organization) President Official Title of Person Signing	
submits the Proposal hereinbefore contained. Dated Monday October 4, 2021 This4 day of October, 20_21 Enersys Engineering Corporation (Name of Organization) By: (Signature of Person Signing for the Organization) President Official Title of Person Signing	
DatedMonday October 4, 2021 This _4day of	
This _4 day of _October	
Enersys Engineering Corporation (Namt of Organization) By: (Signature of Person Signing for the Organization) President Official Title of Person Signing	_
(Name of Organization) By: (Signature of Person Signing for the Organization) President Official Title of Person Signing	÷
(Name of Organization) By: (Signature of Person Signing for the Organization) President Official Title of Person Signing	
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Official Title of Person Signing	
Centro Internacional de Mercadeo II	
90 Carr. 165 Suite 312	
Outstand to DD 00000 0004	
Guaynabo, PR 00968-8064 Official Address of Organization	
Official Address of Organization	
Social Security Organization	
César M. Báez Hernández, President Enersys Engineering Corporation BIDDER	

Special Conditions

SECTION 15010 SPECIAL CONDITIONS & TECHNICAL SPECIFICACTIONS, Rev. 4 Project TS-M13-21, Req. 249177

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. This section includes: PREPA drawings, existing Cooling Towers (Marley) Manufacturer's drawings, New Cooling Towers (Baltimore Aircoil Company, BAC) Manufacturer's drawings, BAC Installation Package, contract provision, supplementary conditions, and other technical sections.
 - a) Existing Cooling Towers Drawings (Marley)
 - i. MM219545S: Schematic and Inlet Details
 - ii. MM2195450 Rev. B: Outlet Piping Details
 - iii. MM219545G Rev. A: Grillage Details
 - iv. MM219545M: Maintenance Access Details
 - v. 00-1316 Rev. A: Hoisting Details NC Class 8301 thru 8312 Towers
 - vi. 00-4887 Rev. A: Recommended Conduit Installation NC Class Towers
 - vii. CON-13-11-258-270: Units 5 & 6 Cooling Tower Anchorage and Miscellaneous Details
 - viii. STL-13-11-708-731: Units 5 & 6 Steam Turbine Building Cooling Tower Support Structures
 - ix. STL-13-11-712-751: Steam Turbine Building Modifications to Existing Roof Steel, Steel Framing Plan
 - x. Attachment D, SPX Cooling Technologies: NC Tower Specs
 - b) New (BAC) Cooling Towers Drawings
 - i. UP-U210770102: 3000E Unit Print, One Piece Units

Installation of New Cooling Towers Baltimore Aircoil Company San Juan Steam Plant Units 5 and 6

- ii. BA-U210770102: 3000E Basin Accessories
- iii. BC-U210770102: 3000E Bottom Connections
- iv. CG-U210770102: 3000E Center of Gravity
- v. IA- U210770102: 3000E Internal Access
- vi. ML-U210770102: 3000E Motor Location
- vii. SS-U210770102: 3000E Unit Support Standard Basins
- viii. SW- U210770102: Fan Motor Space Heater Wiring Schematic General
- ix. VL-U210770102: 3000E VCOS Location
- x. VW-U210770102: Mechanical VCOS Wiring Shut Off with Local Reset
- xi. EA-U210770102: 3000E External Access One Piece Units
- xii. IC- U210770102: Certificate of Wind and Seismic Load Capacity
- c) BAC Operations and Maintenance Series 3000 Cooling Tower
- d) BAC Rigging & Assembly Instructions Series 3000 Cooling Tower
- e) TowerClean Systems LAKOS Filtration Solution
 - i. Manual
 - ii. Drawing 115433: TCX-1100-SRV, TC System, Sweeper HTX-0500, 460V 60Hz Deluxe E-46C-RB36-13A: In / Out Waterbox Detail

1.2 SUMMARY

This is a Design and Build project. Scope of work includes removal of existing cooling towers; design, build, installation, start up and commissioning of two new three cells cooling towers, model S3E-1222-07Q-3/SY, manufactured by Baltimore Aircoil Company (BAC), with its Lakos Tower Clean Filtration System.

Works shall include all engineering, labor, materials, equipment (crane, etc.), tools,

Installation of New Cooling Towers Baltimore Aircoil Company San Juan Steam Plant Units 5 and 6

supervision, and services. The scope includes, but is not limited to, the design and build of Cooling Towers' inlet and outlet connection piping, piping supports, cooling towers assembly, filtration system (Lakos), P&lds, necessary wiring, conduits, electrical connection, fabrication of all necessary supports, installation, start up and commissioning, and any other task to make the above-mentioned system operable for units 5 and 6. New Interconnection piping, valves (equal or approved equal to existing Fisher valves), flanges and bolts shall be of 316 SS. A thermoplastic UV resistance insulating material shall be used to prevent galvanic corrosion between dissimilar metals.

Scope of work also shall include the removal and disposal of the existing cooling tower and related equipment. Metal components will remain in PREPA property inside a scrap container. Contractor shall be responsible for all required rigging, safety, and equipment.

The project completion period shall be seventy (70) calendar days for cooling tower # 5 and thirty (30) calendar days for the cooling tower # 6. The Contractor shall consider two mobilizations. Cooling Tower # 5 works is scheduled to commence in the first week of November 2021. Unit 6 Cooling Tower works are schedule for thirty days. A delay penalty of two thousand five hundred dollars (\$2,500) per calendar day after the project completion period for each mobilization to a cumulative maximum of 10% of the total contract value.

- A. All works shall be performed in a safe and workmanlike manner and in conformance with Codes, Standards, Local Rules, Regulations and Ordinances, etc. of government agencies having jurisdiction, including but not limited to the following:
 - a) The Environmental Protection Agency (EPA)
 - b) The Office of Safety and Health Administration (OSHA) requirements
 - c) ASCE/SEI 7-16, latest revision
 - d) Puerto Rico Building Code, latest revision
 - e) Environmental Quality Board
 - f) 29 CFR 1910, 40 CFR 112 (latest revision)
 - g) American Society for Testing and Materials (ASTM)
 - h) American National Standards Institute (ANSI)

- i) American Society of Mechanical Engineers (ASME)
- j) PTC 23 Atmosphere Water Cooling Equipment (Performance Test Code)
- k) PTC46 Plant Performance Test on Overall Plant Performance
- I) CTI ATC-105 Acceptance Test Code for Water-Cooling Towers
- m) CTI FMG-144 CTI Fastener Material Guidelines
- n) CTI STD-201 Certification Standard for Commercial Water-Cooling Towers
- o) American Welding Society (AWS)
- p) Underwriters Laboratories, Inc. (UL)
- q) IEEE Institute of Electrical and Electronic Engineers
- r) AISC American Institute of Steel Construction Specification for the Design, Fabrication and Erection of Structural Steel for Buildings
- s) Steel Structures Painting Council (SSPC)
- t) NFPA 70
- u) EPA NPDES Permit for San Juan Steam Plant
- B. All analysis shall be made by a PREPA-approved laboratory.

1.3 QUALITY ASSURANCE

A. Bidder Qualifications:

- a) Proponents shall be included in PREPA's Materials Management Division Suppliers Register.
- b) No proposals shall be submitted by or accepted from any Proponent, including any of its subcontractors or partners, known to have defaulted on any contract (PREPA's or other Owner) on the last five years before the date of this RFP publishing date. Any Proposal not complying with this requirement shall have the effect of disqualification of the Bidder/Proponent.

- c) No proposals shall be submitted or accepted from any Proponent, including any of its subcontractors or partners, known to have had, or to be on an execution of a performance or payment bond (PREPA's or other Owner) on the last five years before Bid publishing date. Any Proposal not complying with this requirement shall have the effect of disqualification of the Proponent.
- d) No proposals shall be submitted or accepted from any Proponent, including any of its subcontractors or partners, known to have had abandoned a project (PREPA's or other Owner) without completing all tasks and obligations included on the contract.
- e) The Contractor shall not subcontract to any company known to have defaulted on any contract, or in a process of execution of a payment or performance bond (PREPA's or other Owner) on the last five years before the Contract's approval date.
- B. Contractor shall provide the services, at its own cost, of a Puerto Rico licensed Structural Engineer, member of the "Colegio de Ingenieros y Agrimensores de Puerto Rico" (CIAPR). This professional shall be responsible in the design, load calculations and installation of the cooling towers.

1.4 REQUIRED DOCUMENTS

- A. Bidders shall submit evidence of required experience of at least ten (10) years in related works. The required experience shall be a list of similar projects (past or ongoing) where the following conditions are or were met:
 - a) Installation of Cooling Towers
 - b) Startup and Commissioning for Cooling Towers.
 - c) Rigging of heavy structures. Specify if equipment was rented or own by the company.
 - d) Bidders shall supply a reference list with contact names of at least five installations of similar cooling towers inside USA jurisdiction.

Bidder not submitting the required information shall be considered non respondent.

- B. Contractor shall provide a work schedule for the project. This schedule will be reviewed and approved by the Engineer prior to commencing work.
- C. Material Safety Data Sheets (MSDS) of all chemical products required for the

project shall be submitted for approval to the Hazard Communication Section at the Safety Division of PREPA. Once approved the Contractor shall keep a copy of the MSDS on the site.

- D. Contractor shall provide submittals for the products specified in each of the Technical Specifications.
- E. The Contractor shall provide any technical reference manuals, P & Id's, designs and calculations for the installation.
- F. Contractor shall submit for evaluation a site-specific Work Plan, including how to comply with the applicable environmental, safety, and health regulations. Before commencement of the work, the Contractor shall participate in a meeting with PREPA's Safety Officer and the Project Manager for a job briefing and a visit to the work area.
- G. Contractor shall submit results of all laboratory tests required and load calculations (wind, seismic, static and dynamic loads).
- H. Contractor shall submit all Technical Submittals on the first 10 (10) days after the Notice to Proceed.
- I. The Contractor shall submit it COVID-19 Management Plant for contagion risks, as required by OSHA. In addition, it will present evidence of the self-certification submitted to the Department of labor and human resources. The contractor will be responsible for ensuring that employees, material providers and subcontractors working on the Premises of the Power Plant present the negative results of the COVID-19 with less than 5 days of having done it. Employees from Puerto Rico may present Rapid or Antigen Tests. Employees from outside Puerto Rico must present PCR Test and the test must be equal or less of 3 days of have done it.

Contractor employees and subcontractors must wear a mask and maintain social distancing, while on the premises of the Power Plant, they will also comply with the protocol of security measures of the Power Plant.

1.5 RECORD DRAWINGS

- A. Contractor shall keep, at the site of work, a complete set of drawings for the purpose of noting thereon on a continuous basis, all field changes during construction. Changes will be marked in red.
- B. This set of provisional record drawings will be kept up to date with all changes noted thereon, and they shall be submitted for the inspection and

Installation of New Cooling Towers
Baltimore Aircoil Company
San Juan Steam Plant Units 5 and 6

approval of the Engineer, when requested.

C. Upon termination of the installations, record drawings will be delivered through the Engineer to the Design and Drawing Department showing all asbuilt conditions before final closing of Contract.

1.6 GENERAL REQUIREMENTS

- A. It is the responsibility of the Contractor to coordinate with the Engineer the presence of any existing facilities, such as electrical conduits, cables, fuel lines, water lines, etc., which could be affected during construction.
- B. Contractor shall coordinate with the site's Operations Manager and with the Engineer the schedule for performing works as specified and required.
- C. Maintaining site operations is a priority for PREPA, so it shall be considered as an essential condition of this contract. As such, contract works cannot expose conflict with normal plant operations and is the responsibility of the Contractor to coordinate with the Engineer a work program that provides normal operation of the site during project progress.

The operational scheme for site operations relies solely on PREPA, so any order by PREPA to stop Contractor works or any delay related to PREPA granting availability of any area, equipment or material shall be considered as a foreseeable event.

- D. In the event contractor is unable to perform works due to any operational, maintenance, security, or safety related determinations by PREPA, contractor's only remedy shall be an extension of time for performing his contract obligations.
- E. Contractor works to be performed close or adjacent to any facility or equipment in service shall be coordinated with the Engineer and the site's Operations Manager. Full access to PREPA personnel to all areas in service or available for being in service shall always be guaranteed by contractor.
- F. Before start working the Contractor shall meet with designated health and safety personnel to establish specific safety and health precautions.
- G. It is the intention of these specifications and drawings to develop the work until the project is completed, that the necessary tests are done, and the system is left operational. The Contractor is responsible for any details that usually are not found in the drawings or specifications provided by PREPA, as there shall be a final design, certified issued for construction drawings

under the full responsibility of the Contractor and approved by PREPA. Said details shall be included in the work, just as the ones specified and shown in the drawings.

- H. The Engineer can reject all materials and work done by the Contractor not according to the provided drawings, specifications, or contract. The Contractor will replace all the material and perform the necessary labor to correct the work or rejected material at his own cost, to the Engineer's satisfaction.
- I. If any errors or omissions occur, the Contractor shall notify the Engineer prior to submitting his proposal, so the necessary revisions or adjustments are made.
- J. It is the Contractor's responsibility to certify that documents submitted for approval does not deviate from the contract specifications. Any deviation or change not indicated in writing by the Contractor should automatically invalidate PREPA's seal of approval for that document.
- K. All work performed under these Specifications shall be done in a safe and workmanlike manner and in strict conformance with all local rules, regulations and ordinances, etc. The Contractor shall use all necessary safety equipment, such as reflective jackets, safety cones, and safety warnings at the work site near road areas and vehicle traffic.
- L. All proposals must be completed in the prescribed format for the purpose of basic comparison and evaluation. Additional or separate data, however, which each Bidder may wish to present for clarification or amendment, will be accepted without prejudice to the basic proposal, and will be considered in its applicable context.
- M. It shall be the Bidder's singular and sole responsibility to visit the jobsite and to acquire whatever data is necessary for preparation of his/her proposal, to meet the obligations and warranties to the Authority, as detailed in these Specifications. This activity shall be accomplished at the Bidder's own initiative, time, and expense, and at no charge or expense to the Authority. Prior to submitting a proposal, the Contractor informs himself of all local conditions which might affect his performance of the work. Such conditions shall include, but are not limited to: site operation schemes and procedures, workmen's facilities, location of central points, access to the site, available utilities, and disposal areas of excavated materials, uncertainty of weather (including historic weather data), and all other contingencies.

1.7 Scope of Work

A. This is a Design and Build project for the installation of two new Cooling Tower System. New Cooling Towers shall be installed to fit on the existing structural base. Modifications shall be considered for the installation of two new support beams per cooling tower. Contractor shall provide as built drawings.

B. Mechanical works, not limited to:

- Design and Build of New cooling Tower Field Piping inlet and outlet connections interconnected to existing piping; shall be fabricated at time of installation, kept clear and supported independently of all unit access accessories.
- 2. New interconnection Piping to existing field piping shall be of SS316, equal or approved equal Fisher Valves, flange, ASME class 150#.
- 3. Design and Build of new piping system with check valves and manual isolating valves to use either Cooling Tower for combined cycle unit 5 or unit 6, of carbon steel with epoxy coating. Coating System No. 1 and Surface Preparation No. 2. Refer to Paint Specifications, Section 09900
- 4. In case on contact or connection with dissimilar metals, a thermoplastic material shall be used between dissimilar metals, as specified.
- 5. Connections 3" and smaller shall be MPT. Connections 4" and larger shall be grooved for mechanical coupling and beveled for welding.
- 6. Overflow and Make Up Water shall be FPT connection
- 7. Piping, flanges, and valves designed and seized for pump suction and design flow rate based on the maximum flow rate through the strainer with basin water at standard operating level.
- 8. Field piping supported independently of all unit accessories.

C. Electrical works, not limited to:

- 1. All conduits shall be rigid, of CPVC, watertight and pitched downward to allow condensation to drain away from fan motor conduit box
- 2. Orientation of rigid conduits outside casing panel shall turn down to junction box
- 3. Junction box, safety switch, disconnect switch, enclosures shall be watertight, NEMA 4X Class 1 Division 1.
- 4. Separate conduit lines required for each fan motor
- 5. Conduit lines and switches shall be design and rated for proper voltage and Hp of fan motor.
- 6. Design, supply, and installation of motors' heating system, in

accordance with drawing SW-Q21000211002

- 7. Wiring and Installation of the Mechanical Vibration Cutout Switch (provided with the Cooling Tower) in accordance with drawings VL-Q21000211002 and VW-Q21000211002
- 8. Connections to the DCS done by PREPA.

D. Structural Works, not limited to:

- 1. Structural design, fabrication, and modification of all supports required in accordance to Cooling Towers' operating and weight loading.
- 2. Design and Loads calculations for new support structure, shall be complying to Wind and Seismic Loads of the PR Building Code, latest revision, for the region where the project is being constructed.
- 3. Cooling Tower are supported (installed on top) by two new support I Beams per Cooling Tower (to be provided by Contractor), 6" wide, in accordance to drawing SS-Q21000211002.
- 4. Support beams shall be flush and level at top.
- 5. Steel frame members perpendicular to the support beams and under the air inlet edges of units shall be at least 2" below the top of the support beams.
- 6. The two new support I Beams per Cooling Tower shall be installed on top of existing support beams frame structure. Modifications to the existing beams frame structure shall be considered.
- E. Existing frame and new steel supports shall be painted with epoxy coating. Coating System No. 1 and Surface Preparation System No. 2. All surfaces shall be cleaned, free of salts and other contaminants. Surface preparation and coating shall be inside a bubble. Refer to Paint Specifications, Section 09900.
- F. Removal of two existing cooling towers.

1.8 TEMPORARY FACILITIES

A. Contractor's Field Office

- a) The Contractor's field office shall be of such construction as approved by the Engineer. A temporary telephone shall be installed and maintained during the extent of the construction time by the Contractor. The Authority shall issue orders and directions to the Contractor at this field office.
- b) The location of the construction offices and the preparation of the

general area will be as specified by the Engineer.

c) The Contractor shall maintain proper communication between his field office and his field personnel. Failure to maintain said communication shall be considered just cause to withhold any or all payments due to the Contractor until said communications are restored.

B. Light and Power

- a) The Contractor shall furnish and install immediately upon the start of the work and shall maintain for the duration of the construction period, adequate temporary light and electric power as required, for his own use and for the use of all trades, subcontractors, and separate contractors, in connection with the work. This installation shall be made in accordance with the National Electrical Code and as directed by the Engineer.
- b) The Contractor shall provide, at his expense, for all electric power consumed for the illumination, power testing of all equipment, and other fringe expenses and service charges.

C. Sanitary Conveniences

a) The Contractor shall provide temporary sanitary conveniences for use of its employees and the employees of all trades, subcontractors, and separate contractors at the site, and maintain them in a sanitary condition until the completion of the work. Said facilities shall meet the approval of the Puerto Rico Board of Health.

D. Water

- a) The Contractor shall make the necessary arrangements and provide all water required during the entire construction period. The cost for temporary water shall be borne by the Contractor, except for that used in the hydrostatic test. Also, shall prevent the use of water for cleaning purposes. The use of dry-cleaning techniques (absorbents wipe and vacuum) are necessary for the pollution potential of the NPDES discharges. This is a BMPP requirement.
- b) Under any circumstances the liquids will be discharged to the ground. This includes purge lines before any repair. There will not be any discharge of chemical products and hydrocarbons to the discharge system, not to cause any deviation to the NPDES permit.

E. Scaffolds, Staging, and Safety Devices

- a) The Contractor shall provide, erect, maintain, and remove when directed, all scaffolding, staging platforms, temporary turn ways, temporary flooring, guard railings, stairs, etc., as required by local and state codes, or laws, for the protection of workmen and the public.
- b) The construction, inspection, and maintenance of the above items shall comply with all safety codes and regulations, as applicable, to the project.

F. Access to Facilities

a) Always maintain all access roads to the project reasonably free of accumulated mud and/or debris. Special note must be taken to the fact of little space availability. The Contractor shall note this and program his site activities accordingly. Additional space, if needed, will be provided by the Contractor at his cost in other facilities.

1.9 STANDARDS FOR EQUIPMENT AND MATERIALS

- A. All materials and equipment described or found necessary for the installation shall be new, free from defects, and shall be listed by Underwriters Laboratories, Inc. and by the American Water Works Association as conforming to their standards in every case where such standard has been established for the particular type of material in question. The Engineer shall approve all materials and equipment.
- B. Equipment and materials shall be properly stored, protected, and carefully handled, following the manufacturer's recommendations, to prevent damage before and during installation. Damaged or defective items shall be replaced at no cost to PREPA.
- C. Any equipment, material or work performed without the Engineer's approval or in disagreement with the drawings, specifications, or the contract, may be rejected. The Contractor shall replace, or repair rejected equipment or labor, at his expense as recommended by the Engineer.
- D. The Contractor shall furnish the services of an experienced licensed Engineer who shall constantly be in charge of the work together with skilled workmen, fitters, helpers, and labor required to properly unload, transfer, erect, connect, adjust, start, operate, and test the system. Work shall be performed in a workmanlike manner, shall present a neat and mechanical appearance when completed, and shall be subject to the approval of PREPA.

E. Materials or equipment to be supplied by the Contractor shall be subject to the approval of the Engineer.

1.10 PROGRESS REPORTS

- A. Contractor shall submit to the Engineer weekly progress report with the following information:
 - a) Dates of completion for activities that have been completed since the last report.
 - b) Days remaining for in-progress activities.
 - c) Changes to reflect variations from or modifications to the original network plan.
 - d) Project progress evaluation with identification of problem areas.
 - e) Recent photographs showing the work in progress.
- B. At least once a week the Engineer will compare the progress information with the Master Schedule. He will present the results at a progress review meeting with the Contractor, with identification of problem areas, if any.
- C. Contractor shall submit to the Engineer his purchase order numbers, dates, description of the materials involved, and the delivery dates specified. Such information is to be submitted at monthly intervals so that the Engineer will be cognizant of the progress being made by the Contractor in the placing of orders.

1.11 TECHNICAL APPROACH

- A. The Contractor must provide a detailed technical approach to the Project including anticipated activity or methods of analysis and schedule. This section shall be organized to generally follow the arrangement of the items of work and the Scope of Engineering Services.
- B. The Contractor shall provide all drawings, as built drawings and documents typical of what will be furnished for this Project.
- C. Drawing submittals and specifications shall be provided in both reproducible hard copy on The Authority's standard drawing sheets and computer compatible media (AUTOCAD Version 2012 Portable Hard Drive). All

drawings shall be in English with dimensions in feet and inches.

D. Contractor:

Two (2) weeks after receiving purchase order:

- a) All physical outlines as required to show overall size and space requirements (including dismantling and maintenance) and the interrelationship of the various components.
- b) Cross sections and details required to satisfy the Authority that all components conform to specification requirements including design and physical arrangement.
- c) Equipment drawings showing weights and foundation details.
- d) Drawings, details, etc.
- e) All information required by Authority for design and location of all connecting field piping, and electrical items, such as cables, conduits, etc.
- f) Bill of material.
- g) Calculations and approval drawings.
- h) Spare parts.
- i) Record Prints
- E. The Project shall be conducted in two (2) mobilizations. Mobilization I is the removal of existing cooling tower # 5; designs, installation, startup and commissioning of new cooling tower # 5. Mobilization 2 includes the removal of existing cooling tower # 6; designs, installation, startup and commissioning of new cooling tower # 6.
- F. Tthe Contractor will perform detail design functions and prepare a Construction Installation Package (CIP) to implement the required design.
- G. Contractor's CIP plan shall allow for the appropriate sequencing to ensure maximum plant operation throughout the construction phase.
- H. Contractor shall have completed all engineering and design activities associated with each of the mobilizations.

- I. Contractor shall coordinate final draft of CIP with the Authority's designated representative to correlate downtime for only critical phases of construction when necessary. The Contractor shall assure The Authority that all aspects of construction have been detailed and staged to be completed within the period allocated.
- J. Contractor is responsible for the Startup and commissioning with the OEM technical advisory provided by PREPA.
- K. The Contractor shall finalize and submit to the Authority a final CIP, including:
 - a) Master construction schedule.
 - b) Four sets of drawing for approval.
 - c) After approval of drawings, shall submit four final sets certified as Correct for Construction in concert with master construction schedule. Include a computer compatible media copy (AUTOCAD Version 2012 Portable Hard Drive).
 - d) Four sets of P ^& Ids, bills of materials showing part number on erection drawings.
 - e) The Contractor shall allow the Authority three working days for the approval of submittals.
 - f) Product data including rated capacities of selected models' weights (shipping, installed, and operating), furnished specialties, and accessories.
 - g) Wiring diagrams detailing field-installed wiring for controls.
 - Schedules indicating proposed methods and sequence of operations for selective excavation and demolition prior to commencement of Work. Include coordination for shut-off utility services and details for dust and noise control.

1.12 FORCE ACCOUNT

If the Engineer and Contractor are unable to negotiate a price for any Changes and/or Extra Work in accordance with <u>ARTICLE 8</u>. <u>Changes and/or Extra Work</u> of the TERMS AND CONDITIONS, the Engineer may direct the Contractor to perform all or part of the

revised Work on a force account basis. When the Engineer directs the Contractor to perform revised Work on a force account basis, PREPA will pay the Contractor as specified hereon:

A. Labor

PREPA will compensate the Contractor for labor at the actual rate of wage paid and shown on the payroll for every hour that the labor and foreman are actually engaged in the revised Work, plus an additional 15 percent for field and home office overhead costs and profit.

The foreman must be in direct charge of the specific operations and must be at the Project Site in order to be included in this compensation. Unless already included in the wage rates paid, the Contractor will also receive the actual labor-related costs incurred by reason of subsistence and travel allowances, health and welfare benefits, pension fund, or other fringe benefits, provided those payments are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work.

Contractor will prorate the wages of any foreman who is employed partly on the revised Work and partly on other Work. Contractor will determine the prorated wage based on the number of workers employed on each class of Work as shown by the payrolls. Contractor will prorate any subsistence or travel allowances paid to the foreman on the same basis as the prorated direct wages.

B. Materials

PREPA will pay the Contractor the actual cost of acceptable materials delivered and used in the revised work, including transportation charges paid by the Contractor (exclusive of equipment rentals), plus an additional 15 percent for field and home office overhead costs and profit.

C. Equipment

PREPA will pay the Contractor for Equipment at the rental rates agreed by both parties and effective on the date the two parties execute the force account agreement. This compensation is for equipment, fuel, and lubricants, transportation that the Engineer authorizes, and the Contractor uses on the Project, plus an additional 15 percent for field and home office overhead costs and profit. PREPA will not pay for small tools. PREPA will pay for the actual time the equipment is in operation on the revised Work, plus travel time or transportation allowances.

If the equipment is moved to and from the location of the revised work under its own power by PREPA's request, PREPA will pay for the travel time at the above rental rates.

1.13 DELIVERY, HANDLING AND STORAGE

- A. Products will be delivered to the project, properly identified with name, type, and other necessary information for its identification.
- B. Contractor will be responsible for the delivery, unloading, storage and handling of the materials or equipment to be used in the project, and maintain them in optimal conditions.
- C. Materials will be stored in an adequate area that satisfies the Engineer. The storage area will remain clean, in optimal conditions, and free of hazards.
- D. Contractor will coordinate site storage and rubbish disposal areas with the Engineer.
- E. Equipment will be packed in suitable crates and boxes. Straps will be provided for full protection of equipment from damage during transit.
- F. Protect stored pipes, fittings, flanges, and valves from moisture and dirt by covering with durable, waterproofing tarpaulins if necessary.

1.14 SAFETY PROVISIONS

- A. The Contractor shall comply with the following minimum requirements of a health and safety program:
 - a) The plan shall have its own loss control program.
 - b) It shall include an accident or incident investigation procedure.
 - c) It will describe procedures for compliance with requirements of all applicable regulations included in the 29 CFR. The Program latest revision date shall not be greater than a year from the project's commencement date.
- B. The PREPA's auditing committee shall approve the program, as a requirement to be included in the Evaluated Suppliers Registry.
- C. Plan shall include the following:

- a) Plan shall include contingency procedures that include how to proceed in an emergency, during an accident, in case of an atmospheric disturbance, fire, and spill.
- b) Copy of all training certificates, licenses or certifications required, according to the scope of work. For example: pesticide applicator, electrician, spill responder, refrigeration technician, DOT training for hazardous substances, etc.
- c) Copy of the Safety Data Sheets (SDS) of all chemical products to be used during the project, for evaluation and approval by the Occupational Safety and Health Office at PREPA (Hazard Communication Section). All chemical products must be approved by PREPA.
- D. Services including the application of chemical products within closed spaces, like buildings, will be offered between Monday and Saturday AFTER PREPA's WORKING HOURS. The Contractor will take all steps necessary to assure the area will be free of nuisance odors or vapors before PREPA personnel is to reoccupy. All these will be done in coordination with the local supervisor of PREPA. Services in exterior parts of PREPA can be done during regular working hours.
- E. The contractor must locate construction and maintenance signs in a visible area of the project. This sign must comply with the states and federal codes for regulatory, warning and guide signs.
- F. The Contractor shall assure that all wastes are removed and properly disposed of, in accordance with all applicable laws and regulations, after completion of work. Any remaining construction material shall be removed from PREPA's facilities within 24 hours. If the Contractor is not able to dispose the materials, it shall be moved to an area protected from the elements.
- G. Before commencement of work, the Contractor shall take part in a coordination meeting with a Safety Officer, an Environmental Control Supervisor, and the project manager on PREPA's behalf. During this meeting the site-specific work plan will be discussed and reviewed, including the safety rules and the environmental protection procedures to be followed. Also, a tour of the areas to be worked on will take place.
- H. All chemical products to be used shall be classified as Approved or Conditionally Approved by PREPA's Substances and Waste Management Department and Hazard Communication Section.

- I. Welding operations will comply with the requirements of OSHA, ANSI, and NFPA.
- J. If the project involves the handling of non-asbestos insulation or other dust generating materials, like gypsum board, steps shall be taken to prevent the release of the dust to adjacent areas.
- K. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to, all employees on the work and all other persons who may be affected. Also to the work, property, material and equipment on or off the site, under the care, custody or control of the Contractor or any of his subcontractors.
- L. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- M. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents, who shall develop and coordinate with the Safety Officer a safety program. He also has the responsibility of conduct and take record of the weekly security meetings with the Contractor's employees involved in the required works and to report all accidents or incidents occurred during the project duration.
- N. Compliance with all safety provisions by subcontractors shall be the responsibility of the Contractor.
- O. Contractor agrees that it shall perform all work in compliance with federal, state and local occupational safety and health regulations, including but not limited to, hazard communication, and right-to-know laws. In addition, the Contractor agrees to observe the compliance of all precautions stated upon the applicable materials safety data sheets and container labels of all chemicals used in the contracted work.
- P. Contractor will obtain and maintain, during the duration of the contract, the proper permits from all federal, state and local regulatory authorities or other applicable government agency with respect to discharge, disposal, use, storage, handling and transportation of hazardous chemicals and substances

as and when applicable law or regulation requires. For projects including the handling of asbestos, lead, or spilled hazardous substances, the notification to EPA or the EQB will be done by the Contractor, but in coordination with the following PREPA personnel: Safety Officer, Environmental Control Supervisor, and the Substance and Waste Management Department.

- Q. Contractor is solely responsible for, and assumes full liability for, the traffic control relating to this project. Contractor is solely responsible for any and all loss, damage, replacement, or repair necessitated to any traffic signal equipment, traffic signal conduit, and/or circuits, arising from or relating to Contractor's work or services performed hereunder. Contractor shall have all repairs performed immediately at its sole expense by a licensed electrical contractor with experience in traffic signal repair, subject to pre-approval by State the Roads and Transportation Department. Any and all repairs and/or replacement costs expended by the State in this regard shall be reimbursed immediately by the Contractor.
- R. Contractor will not cause or permit any hazardous chemical or product containing a hazardous chemical to be at, or in the vicinity of, any place where any employee, agent, or contractor of Puerto Rico Electric Power Authority, or any employee of any such agent or Contractor, may be at risk or exposed to hazard as a result thereof during normal use or any foreseeable emergency.
- S. Contractor will defend, indemnify, and hold harmless, the Puerto Rico Electric Power Authority, its employees, agents or assigns for any and all direct liabilities and expenses arising out of noncompliance with safety provision clauses, irrespective of any other terms of this agreement.
- The Puerto Rico Electric Power Authority may unilaterally terminate this contract upon Contractor's nonobservance of any of the foregoing or for any failure to comply with any of the safety provisions on this Contract upon thirty (30) days of a written notice to Contractor.

1.15 ENVIRONMENTAL PROTECTION CONDITIONS

- A. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent silting of rivers, streams, sea, ocean, lakes, and reservoirs. Construction of drainage facilities as well as performance of other contract work, which will contribute to the control of settlings, shall be carried out in conjunction with earthwork operations or as soon thereafter as is practicable.
- B. Unless otherwise approved in writing by the Engineer, construction

operations in rivers, streams, lakes, and reservoirs shall be restricted to those areas where channel changes are shown on the plans and to those areas that must be entered for the construction of temporary or permanent structures. Rivers, streams, lakes, and reservoirs shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations. Frequent fording or live streams with construction equipment will not be permitted. Temporary bridges or other structures shall be used wherever an appreciable number of stream crossings are necessary.

- C. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live streams except as may be required to construct channel and temporary or permanent structures. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent pollution of rivers, sea or ocean streams, lakes, or reservoirs.
- D. Pollutants, such as chemicals, fuels, lubricants, bitumen, raw, sewage and other harmful waste shall not be discharged into or alongside of rivers, streams, seas, oceans, lakes, or reservoirs or into natural or manmade channels leading thereto. The Contractor shall also comply with the applicable regulations relating to the prevention and abatement of water, air, and noise pollution among others. The Contractor shall be liable for any fines imposed to PREPA due to the Contractor's noncompliance with any federal or local environmental regulation.
- E. The Contractor agrees to indemnify PREPA for all direct liabilities and expenses arising out of any claim due to an environmental violation, caused by his enterprises during the performance of the contract or by nonperformance of its obligations under the contract.
- F. The Contractor should have available, close to the working area, the necessary equipment to control and pick up any spilling that could occur, during the performance of the work required by the contract. The equipment should include the necessary for the waste disposal.
- G. All equipment to be used in the work area should be free of oil, transmission fluid or hydraulic fluid leakage. If the equipment develops a leakage during the work process, it should be repaired out of the PREPA site or replace immediately.
- H. The contractor shall be responsible to obtain all the necessary permits for the propose activity, 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 the Environmental Protection Quality Assurance Division (EPQAD).

- I. The Contractor should dispose of all garbage generated because of this work, according to the environmental regulations. The use of PREPA's garbage disposal equipment is not permitted. The removed materials shall be disposed as soon as possible (less than 24 hrs.) in order to avoid exposed materials at open areas. If the materials cannot be disposed immediately, the Contractor shall move the materials to a contained and non-exposure area.
- J. Any Chemical product to be used shall be classified Approved by PREPA's Hazard Communications Section before entering the work area of PREPA's premises.
- K. The Contractor shall protect all chemical products to be used against rain or any other weather conditions. Prior to the use of any chemical product, the United States Environmental Protection Agency (USEPA), has to approve the discharge of any toxic substance under the NPDES Permit for each facility. Discharge of any product under the Federal Insecticide, fungicide and Rodenticide Act is prohibited unless specifically authorized under the NPDES Permit. The assistance includes, and is not limited to, any information regarding the process, products, and technical issues under EPA's evaluation.
- L. The Contractor shall avoid contaminating air, soil or water with chemical substances or waste material generated because of his work.
- M. As a part of best management practice, the Contractor shall avoid the use of water for cleaning purposes. The use of dry-cleaning techniques (absorbents or vacuum cleaning) is necessary to avoid the potential contamination of the NPDES discharges. Also follow the section 12.0 of the Storm Water Pollution Prevention plan (SWPPP) for San Juan Steam Plant. The SWPPP is a requirement of NPDES permit.
- N. All chemical analysis shall be performed by a laboratory included in PREPA's Material Management Division Supplier's Register as companies properly qualified and evaluated by PREPA's Quality Assurance Department to perform this type of work. PREPA's personnel will audit the sampling and disposal of waste material.
- O. The disposal of hazardous waste material (if any) shall be done in a PREPA-approved Treatment, Storage, Disposal Facility (TSDF).

- P. The Contractor shall comply with all environmental laws and regulations related to water, soil, and air quality.
- Q. The Contractor shall be responsible to obtain the requirement air permits for the control of fugitive emission that may be causes by process or work operations.
- R. The Contractor shall comply with all arrangements established in the Consent Decree between PREPA and Environmental Protection Agency.
- S. All work shall be performed according to the Storm Water Pollution Prevention plan (SWPPP) for San Juan Steam Plant, which is part of the Special Conditions of the NPDES permit.
- T. The Contractor will be held responsible for any NPDES violations and its related costs if the violations are related to the Contractor's activities.
- U. The Contractor shall submit evidence of compliance with 49 CFR 172 Subpart H (DOT).
- V. All work shall be performed according to Section 13 of the Storm Water Pollution Prevention Plan (SWPPP) for San Juan Steam Plant. (Section 13.0 Contractor Practices and Procedures), included as follows:
 - a) Contractors are potential sources of contamination in stormwater and process wastewater because of the wide variety of materials used and the non-routine nature of their work. However, contractors must adhere to the PREPA policies regarding maintenance practices, operations practice, good housekeeping, training, materials compatibility, condition of equipment, and materials handling.
 - b) A routine part of a Contractor's is SWPP training. Each Contractor must confirm that its employees are properly trained in environmental and safety principles and pertinent plant policies. Nonadherence to these policies can result in dismissal of a Contractors employee or the entire Contractor Company.
 - c) Specific controls on Contractor activities include:
 - SWPPP training at Contractor orientation.
 - Documentation of materials brought on site by the Contractor.
 Contractor must identify materials and amounts in their working.

plans. Also, Contractor must remove all unused material from the site at the completion of the project.

- Contractor's equipment must be in good working order. Equipment with broken or defective parts or oil leaks will not be allowed on site.
- W. It is necessary to avoid the development of a new storm-water discharge point because of the construction activities. These activities shall not cause any violations to the NPDES Permit Discharges.
- X. The Contractor shall submit, for evaluation by the Environmental Control Supervisor, a copy of a Site-Specific Work Plan. The Plan shall include any other regulation or guideline applicable to the scope of work, and shall include a contingency plan which includes how to proceed in an emergency situation, such as: an accident, an atmospheric disturbance, hazardous chemical substance spill, a fire and others.
- Y. The Contractor shall inform and coordinate with the Environmental Control Supervisor of any work to be done to avoid any environmental violation.
- Z. Before starting the work, the Contractor shall submit, for evaluation by the Environmental Protection and Quality Assurance Division, a copy of a Site-Specific Work Plan.
- AA. The Contractor, upon completion of the work, must leave all work areas clean, organized, and free of contaminants, according to the laboratory analysis, before and after the work. The storage area for the removed equipment and parts must be appropriate to avoid contaminants dispersion to the ground or water.
- BB. Temporary areas of construction and disposal materials shall be areas protected with dikes. In the absence of dikes, the Contractor shall prepare temporary areas with dikes to avoid materials exposure.
- CC. When using portalettes, the Contractor is responsible for the location of these in diked protected areas to prevent and avoid any sanitary discharge thru the power plant premises. It is prohibited to clean or wash the portalettes within the power plant premises.

PART 2 PRODUCTS

A. All products in this project shall be approved by PREPA prior entrance to the property.

- B. Whenever in this specifications and technical specifications there are listed specific brands and models of products, it will be understood as equal or approved equal to said products. A 5-day period after the order to proceed will be allowed for the Contractor to submit alternate products, beyond this period the contractor shall provide the approved models.
- C. All equipment and materials shall be manufactured in one or more of the following listed countries:

USA Canada	Italy Belgium	Japan Norway
Germany	Netherland	Poland
United Kingdom	Sweden	Portugal
France	Switzerland	Romania
Austria	Hungary	Spain
Bulgaria	Iceland	Finland
Czech Republic	Ireland	South Korea

PART 3 EXECUTION

3.1 REQUIRED WORK

A. The required works will be based on the global cost of the project. These will be coordinated and integrated to obtain a uniform job stream. Contractor shall include all engineering, labor, materials, equipment, tools, supervision, and services for the design and build for the installation of new cooling towers, each one with a filter system skid mounted. Contractor shall be responsible for all required rigging, safety, and equipment.

3.2 ISOLATION DISSIMILAR MATERIALS

- A. All flanged connections between dissimilar materials shall include a double isolation kit (gaskets and bolts sleeves). Gaskets shall be Type E (full face). Equal or approved equal to Trojan II by Advanced Products & Systems (APS).
- B. All flanged connections between dissimilar materials shall be dressed with protectors equal or approved equal to Kleerband by *Advanced Products & Systems* (APS). The covered volume shall be filled with a corrosion inhibitor grease equal or approved equal to Kleergel by *Advanced Products & Systems* (APS).
- C. All flanges bolts and nuts shall be protected with UV-resistance polyethylene

caps equal or approved to Radolid Protection Caps by Advanced Products & Systems (APS). Before cap installation all bolts and nuts shall be impregnated with corrosion inhibitor grease equal or approved equal to Kleergel by Advanced Products & Systems (APS).

3.3 FLANGES HARDWARE

- A. Flanges Accessories for Stainless to Stainless
 - a) Bolts shall be stainless steel with PTFE coating (blue).
 - b) Nuts shall be stainless steel with PTFE coating (blue).
 - c) Washers shall be stainless steel 316.
- B. Flanges Accessories for Stainless to Carbon
 - a) Bolts shall be Grade 8 with PTFE coating (blue).
 - b) Nuts shall be Grade 8 with PTFE coating (blue).
 - c) Washers shall be Grade 8 with zinc yellow chromate plated.
- C. Approved product: FluoroKote#1 by Metal Coatings Corporation

3.4 ELECTRICAL

- A. All junction boxes, power cabinets and control cabinets shall be NEMA 4X stainless steel 316. Approved manufacturer: Hoffman Enclosures.
- B. PVC coated (Plasti-Bond REDH₂OT) conduits for power and control signal.
- C. Manufacturer shall determine the conductors size based on the final design. Nevertheless, control conductors shall never be smaller than 14 gauge and power conductors shall never be smaller than 12 gauge.

3.5 INSTRUMENTS AND SAMPLING TUBING

A. All tubing shall be seamless stainless steel 316L.

3.6 CONSTRUCTION

A. All scaffolding shall be inspected, certified, and tagged with the corresponding labels.

B. Contractor's Project Engineer (with the required certifications) could serve as safety officer if is present at all time. Otherwise, Project Engineer shall be available to visit the project site at any time during the project and shall visit and supervise the works at least three times a week (8 hrs each day). If a non -resident Project Engineer scheme will be used, then a separate fulltime Safety Officer shall be provided. Contractor shall assure the presence of a qualified person at the site throughout the project duration.

END OF SECTION 15010

Clarifications to Propenents

1.		e 1.3 (Quality Assurance of the Section 15010, Special Conditions include llowing revised articles;
		Article 1.3 A a): "Proponents shall be included in PREPA's Materials Management Division Suppliers Register."
		Article 1.3 A b): "No proposal shall be submitted by or accepted from any Proponent, including any of it subcontractors or partners, know to have defaulted on any contract (PREPA's or other Owner) on the last five years before the date of this RFP publishing date. Any Proposal not complying with this requirement shall have the effect of disqualification of Bidder/Proponent."
	0	Article 1.3 A c): "No proposals shall be submitted or accepted from any Proponent, including any if its subcontractors or partners, know to have had, or to be on an execution of a performance or payment bond (PREPA's or other Owner) on the last five years before this RFP publishing date. Any Proposal not complying with this requirement shall have the effect of disqualification of the Proponent."
		Article 1.3 A d): "No proposals shall be submitted or accepted from any Proponent, including any of its subcontractors or partners, know to have had abandoned a project (PREPA's or other Owner) without completing all tasks and obligations included on the contract."
	***	Article 1.3 A e): "The Contractor shall not subcontract to any company know to have defaulted on any contract, or in a process of execution of a payment or performance bond (PREPA's or other Owner) on the last five years before the Contract's approval date."



Angélica Rosario Dávila Purchase Manager Puerto Rico Electric Power Authority P.O. Box 364267 San Juan, PR 00936-4287

CERTIFICATION

As Clarification to Proponents / Article 1.3.A A / RFP: 3183 – Installation of New Cooling Towers Units 5 & 6, San Juan Steam Plant.

Enersys Engineering Corporation certified to be in PREPA's Materials Management Division Suppliers Register.

If you need any other information, do not hesitate contact us.

Centro Internacional de Mercadeo II 90 Carr. 165 Ste. 312 Guaynabo, PR 00968-8064 Tel. (787) 620-1672 Fax (787) 620-1674 Email: enersys@enersyspr.com



Angélica Rosario Dávila Purchase Manager Puerto Rico Electric Power Authority P.O. Box 364267 San Juan, PR 00936-4287

CERTIFICATION

As Clarification to Proponents / Article 1.3.A B / RFP: 3183 — Installation of New Cooling Towers Units 5 & 6, San Juan Steam Plant.

Enersys Engineering Corporation declares to not have defaulted on any contract (PREPA's or other Owner) on the last five years before this RFP publishing date.

If you need any other information, do not hesitate contact us.



Angélica Rosario Dávila Purchase Manager Puerto Rico Electric Power Authority P.O. Box 364267 San Juan, PR 00936-4287

CERTIFICATION

As Clarification to Proponents / Article 1.3.A c / RFP: 3183 — Installation of New Cooling Towers Units 5 & 6, San Juan Steam Plant.

Enersys Engineering Corporation declares to not have had, or to be on an execution of a performance or payment bond (PREPA's or other Owner) on the last five years before this RFP publishing date.

If you need any other information, do not hesitate contact us.

President



Angélica Rosario Dávila Purchase Manager Puerto Rico Electric Power Authority P.O. Box 364267 San Juan, PR 00936-4287

CERTIFICATION

As Clarification to Proponents / Article 1.3.A D / RFP: 3183 — Installation of New Cooling Towers Units 5 & 6, San Juan Steam Plant.

Enersys Engineering Corporation declares to not have had abandoned a project (PREPA's or other Owner) without completing all tasks and obligations included on the contract.

If you need any other information, do not hesitate contact us.



Angélica Rosario Dávila Purchase Manager Puerto Rico Electric Power Authority P.O. Box 364267 San Juan, PR 00936-4287

CERTIFICATION

As Clarification to Proponents / Article 1.3.A e / RFP: 3183 — Installation of New Cooling Towers Units 5 & 6, San Juan Steam Plant.

Enersys Engineering Corporation declares to not have defaulted on any contract, or in a process of execution of a payment or performance bond (PREPA's or other Owner) on the last five years before the Contract's approval date.

If you need any other information, do not hesitate contact us.

Centro Internacional de Mercadeo II 90 Carr. 165 Ste. 312 Guaynabo, PR 00968-8064 Tel. (787) 620-1672 Fax (787) 620-1674 Email: enersys@enersyspr.com

Required Documents

1. Article 1.4 (Required Documents of the Section 15010, Special Conditions include the following revised articles:

Article 1.4 A: "Bidders shall submit evidence of required experience of at least ten (10) years in related works. The required experience shall be a list of similar projects (past or ongoing) where the following conditions are or were met":

- ☐ Article 1.4 A a): Installation of Cooling Towers.
- ☐ Article 1.4 A b): Startup and Commissioning for Cooling Towers.
- Article 1.4 A c): Rigging of heavy structures. Specify if equipment was rented or own by the company.
- Article 1.4 A d): Bidders shall supply a reference list with contact names of at least five installations of similar cooling towers inside USA jurisdiction.



LISTA DE EXPERIENCIA Installation of New Cooling Towers Units 5 & 6, San Juan Power Plant RFP: 0003183

Ham	Localidad	Proyecto	Precio Contrato	Fecha Completado	Contacto
4	AEE, Central Costa Sur	Rehabilitación Caldera 5	\$4,700,000.00	20 02	Ing. Miguel Beauchamp
2	AEE, Central Costa Sur	Rehabilitación Caldera 3	\$1,878,000.00	2003	Ing. Miguel Beauchamp
3	AEE, Central Palo Seco	Rehabilitación Caldera 1	\$1,474,000.00	2004	Ind Rolando Dávila
4	AEE, Central Aguirre	Rehabilitación Caldera 2	\$6,327,000.00	2005	Ing. Benny Albarrán
3	AEE, Central Costa Sur	Rehabilitación Caldera 4	\$1,272,000.00	2006	Ing. Miguel Beauchamp
8	Bacardi Corporation, Cataño, PR	Assembly and Install New 3MW Electrical Co-generation Plant	\$1,500,000.00	2007	Ing. Javier Figueroa
1	AEE, Central Palo Seco	Reemplazo Fondo Horno Caldera 4	\$438,000.00	2008	Ing. Rolando Dávila
8	AEE, Central San Juan	Critical and BOP Piping Assembly and Erection, San Juan Steam Plant / Rust Constructors PR, Inc.	\$17,747,116.36	2008	լ шу. эоэс vаzqueZ
9	AEE, Central San Juan	RUST – RO Interconnection Piping / Rust Constructors PR, Inc.	\$7,255,617.60	2008	Ing. José Vázquez
10	AEE, Central San Juan	Rehabilitación Caldera 10 Central San Juan	\$2,572,000.00	2009	Ing. José Molina
MA.	AEE, Central Costa Sur	Rehabilitación Caldera Unidad 6, Central Costa Sur	\$4,048,000.00	2009	Ing. Miguel Beauchamp
12	AEE, Central Aguirre	Rehabilitación Caldera Unidad 1, Central Aguirre	\$4,100,000.00	2011	Ing. Benny Albarrán
13	AEE, Central Costa Sur	Demineralized Water Treatment Plant	\$9,707,000.00	2012	ing. Angel Pérez
14	Hospital Regional de Bayamón, PR Dpto. de Salud	Adquisición e Inst. de Caldera y/o Rehabilitación de Caldera Existente, Hosp. Regional Bayamón, PR - Dpto. De Salud	\$318,450.00	2013	Ina. Roberto Wah
15	Bacardi Corporation, Cataño, PR	Boiler # 1 Internal Pipes Replacement at the Bacardi Corporation, Cataño, PR	\$806,005.00	2014	Ing. Francisco Vázquez
16.	Bacardi Corporation, Cataño, PR	Cooling Tower #1 Modifications Project at Bacardi Corporation, Cataño.	\$1,168,630.00	2015	lna. Francisco Vázouez
37	AEE, Central Generatriz Aguirre	Reemplazo Tubos Bifurcados Caldera U.2	\$38,500.00	2016	Ing, Benny Albarrán
18	Cemex Corp. de PR, Inc., Ponce, PR	Modificaciones Embudo Silo PB-1, Planta Carbón	\$90,000.00	2016	Ina. Héctor Asencio
19	Eli Lilly del Caribe, Carolina, PR	Fuel Gas Stacks Monitoring Ports	\$38,000.00	2017	Ing. Joel Rosa
20	Bacardi Corporation, Cataño, PR	Fuel Gas Monitoring Parts & Assembling, Boiler 2A, Bacardi Corporation	\$47,000.00	2017	Ing. Francisco Vázquez
21	AEE, Central Aguirre	Reemplazo de Componentes Air Pre Heaters U1	\$477,764.00	2017	Ing. Benny Albarrán
22	AEE, Central Aguirre	Reparación Junta Expansión #2 Conducto Gases HRSG 1-4	\$169,100.00	2019	Ing. Benny Albarran
23	AEE, Central San Juan	Boiler Rehabilitation Works on Unit 9	\$5,295,000.00	2019	Ina. José Molina
24	AEE, Central Aguirre	Mov #8 Reparación shell tanque condensado #2, Central Ciclo Combinado Agurre, Salinas	\$121,654.00	2019	Ing, William Ríos
25	AEE, Central Palo Seco	Instalación Mega Gens Mitsubichi Power Aero, LLC	\$3,100,400.00	2019	Ing. Neftalí Ramírez
26	AEE, Central Aguirre	ARG Precision Corp. Reemplazo Esquinero Salida Conducto Gases 1-4	\$72,402.07	2020	Ina William Rice
27	AEE, Central Aguirre	Reemplazo de Componentes Air Pre Heaters U2	\$347,377.00	2020	Ing. Benny Albarrán
28	AEE, Central Palo Seco	Stainless Steel Piping Installation	\$1,409,300.00	2020	Ing. Rolando Dávila
20	AEE, Central Aguirre	Reemplazo de Componentes Air Pre Heaters U2	\$347,377.00	2020	Ing. Benny Albarrán
30.	AEE, Central San Juan	Reparación Quemadores U9	\$68,000.00	2020	Ing. José Molina
		1	- 1		

SECTION 09900 PAINT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings of the Puerto Rico Electric Power Authority ("The Authority"), general provisions and special conditions.
- B. Whenever in these specifications there are listed specific brands and models of products, it will be understood as equal or approved equal to said products.

1.2 SUMMARY

- A. This section includes the methods and requirements for surfaces preparation and painting.
- B. All exposed surfaces shall be painted, except for those specified. Surfaces that are not mentioned specifically will be painted equal to the adjacent surfaces that are similar. If the finished color has not been designated, the Engineer will select the standard color or available finished.
- C. For tanks application the following areas of the interior shall be painted to a 100% of the surface: bottom, roof, columns, rafters, beams, shell and columns support component. Tank exterior shall be coated entirely. This shall include manholes, manholes' flanged covers, reinforcing plates, anchors plates, anchors bolts and pipe supports.
- D. That equipment that will not be painted includes the parts that have movement, like the equipment that are mentioned ahead and the lights.
 - Valves
 - Fans and Axes of Motors
 - Sensors
- E. Labels or Name Plates All labels, name plates, UL and Factory Mutual labels or any kind of identification shall not be painted.
- F. The contractor is responsible in providing all required equipment to make the work, including scaffolds, stairs, etc. The removal of this equipment is

required once is finished the work. Contractor shall provide all required labor, supervision, materials and quality control specialist.

1.3 DEFINITION

A. Paints: coating system (base, intermediate, finished), primers, sealants, enamels, epoxies.

1.4 REQUIRED DOCUMENTS

- A. Product Literature: Manufacturer's technical data and instructions of paints to be used.
 - 1. The paintings will be identified with the number and identification name of the manufacturer.
- B. Samples for verification: Contractor shall provide samples with each color and material to be applied on representative samples of the present substratum. Each layer shall be defined. Representative colors shall be used when samples for revision are prepared.
- C. The contractor shall submit the specific work plan for PREPA's approval before mobilization. This plan shall include the propose coating activities and schedule for delivery of products, equipment and materials.
- D. In case of using different products from those specified, the bidders will include in their proposal the technical information of the new product and its Material Data Sheets (MSDS, by its abbreviations in English) for evaluation and approval.

1.5 QUALITY ASSURANCE

- A. Responsibility of a single source: To provide the layer for bases, intermediate and final coat, and mixing agents of the same manufacturer.
- B. The Contractor's personnel shall be formally trained in the preparation, handling and application of the supplied products by the coating manufacturer. Written notification of such training shall be transmitted to PREPA's project manager.
- C. Work Coordination: Revised other sections where the base layer is shop applied to guarantee system compatibility.

- 1. The Engineer shall be notified of any anticipated problems when using the specified materials.
- D. Material Quality: Provide the manufacturer's best quality paint equal or like those specified.
 - 1. Names used for colors or materials designated by the manufacturer, do not imply that other equivalent products of other manufacturers are excluded.

1.6 GENERAL REQUIREMENT

- A. All work related with this specification shall be performed by experience personnel in accordance with the latest edition of the recommended practices by:
 - 1. NACE
 - 2. SSPC
 - 3. EPA
 - 4. OSHA
 - 5 ASTM
 - 6. ISO
 - 7. Local and federal agencies
- B. Contractor or sub-contractor shall be certified by the coating manufacturer as an applicator
- C. Works with toxic materials shall be done following the actual applicable EPA and OSHA regulations.
- D. The Contractor shall coordinate with the Engineer the use of electricity and water of the Power station, necessary to make the work. Any electrical devices or water to the working area is Contractor's responsibility.
- E. The Contractor will provide and require to all his personnel the use of security equipment required by: OSHA, the Engineer or any other agency that have jurisdiction, when making the required works in this Specification.
- F. All material or work done by the Contractor that differs from the drawings, specifications or contract can be rejected by the Engineer. Cost associated for replacement is at Contractor's responsibility.

- G. It is Contractor's responsibility to certify that the documents for approval does not constitute deviation or changes to the specifications of the contract. Any deviation or change to the specifications of the contract, not certified in writing by the contractor, disabled automatically Authority's seal of approval applied to any document related to this deviation or change.
- H. All chemical products shall be approved or conditionally approved by PREPA.
- I. Contractor shall be responsible for calculation of working area to determine products quantities.

1.7 DELIVERY, HANDLING AND STORAGE

- A. All materials, parts and equipment shall be delivered at project site in its originals manufacturer's packaging, factory sealed and labeled with the following information:
 - 1. Name of the product.
 - 2. Description of the product (generic classification).
 - 3. Number of the general specification, whenever apply.
 - 4. Manufacturer's warehouse number and fabrication date.
 - Volume content.
 - 6. Paints' mixing instructions.
 - 7. Paints' application instructions.
 - 8. Paints' number and color name.
 - 9. MSDS
- B. Contractor shall be responsible for the delivery, unpacking, storage, custody and manage of all materials and equipment for the job.

C. Instructions to follow:

- 1. Storage unused materials in its original package in a dry, closed, ventilated area, following manufacturer's storage recommendations.
- 2. Keep packages in use in optimal conditions, free from residuals and unrelated storage materials.
- 3. Keep storage area ordered and clean. Wastes removal shall be daily. The Contractor is responsible for the disposal in an adequate and authorized landfill.
- 4. Follow any necessary measure to assure the safety of workers and working areas against fire and health hazards, wrong handling during paint mixtures and applications.
- D. The available source of electric energy for the Contractor at the project site is 120/208 VAC y 480 VAC, 3ø. It is bidder's responsibility to verify connection point during pre-bid meeting.

1.8 Working Conditions

- A. To prevent quick drying, bulges, runny paint, and fast solvent evaporation, where is hazardous in a confined space, surfaces with a temperature over 100° F shall not be painted.
- B. To ensure the preceding item, bidders shall visit the job site to verify the working conditions. Their proposals shall include an isolation system (plastic bubble) for exterior surfaces during surface preparation and coating application. For interior surfaces an air conditioning system shall be included in the proposal in case that required conditions (temperature and humidity) are not met during working hours (7:00 a.m. to 5:00 p.m.) or working days.
- C. Painting in a rainy day is not permitted.

PART 2 PRODUCT

2.1 GENERAL

- A. All products shall be approved by PREPA before entering the premises.
- B. The volatile organic compound content of the products to be used shall be less than 3.5 lbs/gal (420 g/l).

- C. Some of the products indicated in section 2.2 shall be re-evaluated in the "Oficina de Comunicación de Riesgos" if original evaluation was before 1998.
- D. ONLY PREPA WILL DETERMINE IF THE ALTERNATE PRODUCT CAN BE CONSIDERED AS EQUAL OR APPROVED EQUAL.
- E. Alternate product shall comply with the following conditions:
 - 1. Same chemical and physical composition, including additives such as anticorrosive pigments, flakes, aluminum, etc.
 - 2. Equal or greater solid content per volume.
 - 3. Similar curing characteristics.
 - 4. Equal or greater maximum dry temperature exposure.
 - 5. Equal or greater maximum submerged temperature exposure.
 - 6. Equal or lower functional cure time.
 - 7. Equal or lower full cure time.
 - 8. Equal or greater compressive strength under the same test conditions (ASTM D695).
 - 9. Equal or greater flexural strength under the same test conditions (ASTM D790).
 - 10. Equal or greater tensile strength under the same test conditions (ASTM D638).
 - 11. Equal or greater elongation capacity under the same test conditions (ASTM D638).
 - 12. Equal or greater adhesion capacity under the same test conditions (ASTM D4541).
 - 13. Equal or greater Shore D Harness under the same test conditions.
 - 14. Same system classification under ISO 12944 and NORSOK.

15. Equal or greater temperature range during application.

2.2 SYSTEMS

- A. System 1: Coating system for steel surfaces on a severe environment.
 - 1. Base Three component, metallic zinc rich epoxy with a minimum of 70% solid content per volume. Approved product: *PPG AMERCOAT 68 HS*.
 - 2. Intermediate a two component, low VOC, high build, self-priming, surface tolerant, lamellar aluminum flakes reinforced, epoxy mastic with a minimum of 88% solid content per volume. Approved product: *PPG AMERLOCK 400 AL*.
 - 3. Finish Two component, high solids, low VOC, abrasion resistance, high gloss epoxy siloxane with a minimum of 90% solid content per volume. Approved product: *PPG PSX 700*.
- B. System 2: Coating system for steel surfaces on a severe environment where a limited to good surface preparation is required and medium temperature (max 302 °F) exposure.
 - 1. Base: Two components high build surface tolerant epoxy primer pigmented with aluminum and lamellar micaceous iron oxide and 80% solids by volume. Approved product: *INTERNATIONAL INTERPLUS* 256.
 - 2. Intermediate: Two components high build surface tolerant epoxy maintenance coating pigmented with aluminum, NSF certification and 82% solids by volume. Approved product: *INTERNATIONAL INTERSEAL 670HS*.
 - 3. Finish: Two components acrylic polyurethane with 68% solids by volume. Approved product: *INTERNATIONAL INTERTHANE* 990HS.
- C. System 3: Lead removal system:
 - 1. Approved product: ENVIRO-PREP CHEMICAL STRIPPER 33073
- D. System 4: Coating system for fuel tank's interior.

- 1. Primer: Low viscosity epoxy primer with 100% solid content per volume. Approved product: INTERNATIONAL CEILCOTE 680 PRIMER.
- 2. Finish: Amine cured epoxy, moister tolerant, flake reinforced, room temperature cured with 100% solid content per volume. Approved product: *INTERNATIONAL CEILCOTE 664 CEILGUARD*
- E. System 5: Coating system for water tank's interior:
 - 1. Primer: Low viscosity epoxy primer with 100% solid content per volume. Approved product: *INTERNATIONAL CEILCOTE 680 PRIMER*.
 - 2. Base: Heavy duty tank lining with 100% solid content per volume. Approved product: *INTERNATIONAL INTERLINE* 925.
 - 3. Finish: Heavy duty tank lining with 100% solid content per volume. Approved product: *INTERNATIONAL INTERLINE* 925.
- F. System 6: Coating system for tank's interior where pH levels fluctuate (2-14 pH) with temperature up to 200°F:
 - 1. Primer: Two component vinyl ester resin peroxide cured with 100% solid content per volume. Approved product: *KCC CORROSION CONTROL P3/P4 PRIMER*.

Alternate Approved Product: CEILCOTE 370 HT

2. Base: Two component novolac vinyl ester resin, special flake filler, peroxide cured polymer system with 100% solid content per volume. Approved product: KCC CORROSION CONTROL VE 42.

Alternate Approved Product: CEILCOTE 222 HT

3. Finish: Two component novolac vinyl ester resin, special flake filler, peroxide cured polymer system with 100% solid content per volume. Approved product: KCC CORROSION CONTROL VE 42.

Alternate Approved Product: CEILCOTE 222 HT

- G. System 7: Repair of Steel in Highly Erosive and Corrosive Submerge Service.
 - 1. Filler and Base: Two component, bisphenol A resin with an aliphatic polyamine hardener, rebuilding putty reinforced with aluminum oxide and ceramics with a 100% solid content per volume. Approved product: DUROMAR SAR CERAMIC PUTTY.
 - 2. Finish: Two component, bisphenol A resin with a modified aliphatic polyamine hardener, lining reinforced with aluminum oxide and ceramics with a 100% solid content per volume. Approved product: DUROMAR EAC CERAMIC LINING.
- H. System 8: Repair of Steel in Highly Pitted and Deteriorated External Surfaces.
 - 1. Filler and Base: Two component, bisphenol A resin with an aliphatic polyamine hardener, rebuilding putty reinforced with aluminum oxide and ceramics with a 100% solid content per volume. Approved product: DUROMAR SAR CERAMIC PUTTY.
 - 2. Intermediate: Two component, bisphenol A resin with a modified aliphatic polyamine hardener, lining reinforced with aluminum oxide and ceramics with a 100% solid content per volume. Approved product: DUROMAR EAC CERAMIC LINING.
 - 3. Finish: UV stable polyaspartic coating system with an aliphatic isocyanate, zero VOC and 100% solid content per volume. Approved product: *DUROMAR 5610*.
- I. System 9: Tanks bottom underside (shop applied):
 - 1. Two component fast curing solvent based inorganic zinc rich ethyl silicate primer with a minimum 63% solid content per volume. Approved product: INTERNATIONAL INTERZINC 22.
- J. System 10: Concrete Repair and Lining System for Concrete Surfaces with Exposure to Chemicals and Heavy Traffic.
 - 1. Sealer: Multifunctional epoxy with modified cycloaliphatic amine hardener concrete sealer, 100% solid content per volume. Approved product: *DUROMAR HPL-1301*.

- 2. Rebuild Vertical and Horizontal Surfaces: Epoxy grout, 100% solid content per volume, mixed in a ratio of 60 lbs of aggregate (30 lbs of washed fine sand and 30 lbs of ¼" pea gravel) per gallon of product for a concrete consistency. Only for heavy damaged areas and ultra-protection when specify. Approved product: *DUROMAR DUROFIL*.
- 3. Resurface Horizontal Surfaces: Two component epoxy novolac material, 100% solid content per volume, mixed in a ratio of 9.5 lbs of sand per gallon of product. Approved product: *DUROMAR CHEMECRETE SUPER*.
- 4. Lining: Two component novolac epoxy with modified cycloaliphatic amine hardener, 100% solid content per volume. Approved product: *DUROMAR DF-4301*.
- K. System 11: Concrete Repair and Lining System for Concrete Surfaces with Exposure to Chemicals.
 - 1. Sealer: Multifunctional epoxy with modified cycloaliphatic amine hardener concrete sealer, 100% solid content per volume. Approved product: *DUROMAR HPL-1301*.
 - 2. Rebuild Vertical and Horizontal Surfaces: Epoxy grout, 100% solid content per volume, mixed in a ratio of 60 lbs of aggregate (30 lbs of washed fine sand and 30 lbs of ¼" pea gravel) per gallon of product for a concrete consistency. Only for heavy damaged areas and ultra-protection when specify. Approved product: *DUROMAR DUROFIL*.
 - 3. Lining: Two component multifunctional novolac epoxy with modified cycloaliphatic amine hardener and reinforced with flake glass, 100% solid content per volume. Approved product: *DUROMAR HPL-4310 FG*.
- L. System 12: Internal Coating System for Condensate and Demineralized Water Tanks (100% field application). Contractor may choose any of the following options:
 - 1. Base
 - a. Multi-functional novolac epoxy coating with a modified cycloaliphatic amine hardener and reinforced with glass

flakes, 100% solids content per volume. A submerge maximum temperature of 300°F and a pH range from 0.5 to 14. Approved product: *DUROMAR HPL-4310 FG*.

- b. Two component, modified novolac epoxy resin reacted with cycloaliphatic amine curing agent reinforced with ceramic and mineral particles, 100% solids content per volume. A submerge maximum temperature of 356°F and a wide pH range. Approved product: CHESTERTON-ARC S5.
- c. Ceramic and glass novolac phenolic high build lining for high temperature and chemical exposure, 100% solids content per volume, submerge maximum temperature of 300°F and a pH wide range. Approved product: SHERWIN WILLIAMS NOVA-PLATE 325.

2. Finish

- a. Multi-functional novolac epoxy coating with a modified cycloaliphatic amine hardener and reinforced with glass flakes, 100% solids content per volume. A submerge maximum temperature of 300°F and a pH range from 0.5 to 14. Approved product: DUROMAR HPL-4310 FG.
- b. Two component, modified novolac epoxy resin reacted with cycloaliphatic amine curing agent reinforced with ceramic and mineral particles, 100% solids content per volume. A submerge maximum temperature of 356°F and a wide pH range. Approved product: CHESTERTON-ARC S5.
- c. Ceramic and glass novolac phenolic high build lining for high temperature and chemical exposure, 100% solids content per volume, submerge maximum temperature of 300°F and a pH wide range. Approved product: SHERWIN WILLIAMS NOVA-PLATE 325.
- M. System 13: Internal Coating System for Condensate and Demineralized Water Tanks (combination of shop and field application). PREPA will require and enforce a rigorous quality control and quality assurance for this system. Contractor shall submit a certification from the coating manufacturer establishing that all necessary repairs to the primer coat were successfully completed after the tank fabrication. The base coat shall

not be applied until PREPA formally received and approved such document. Contractor may choose any of the following options:

1. Shop Primer: Epoxy polyamine primer with fast drying and extended recoatability and 72% solid content per volume. Approved product: SHERWIN WILLIAMS MACROPOXY 240 (Gold).

2. Base

- a. Two component, modified novolac epoxy resin reacted with cycloaliphatic amine curing agent reinforced with ceramic and mineral particles, 100% solids content per volume. A submerge maximum temperature of 356°F and a wide pH range. Approved product: CHESTERTON-ARC S5.
- b. Ceramic and glass novolac phenolic high build coating with a 100% solid content per volume. A submerge maximum temperature of 300°F and wide pH range. Approved product: SHERWIN WILLIAMS NOVA-PLATE 325.

3. Finish

- a. Two component, modified novolac epoxy resin reacted with cycloaliphatic amine curing agent reinforced with ceramic and mineral particles, 100% solids content per volume. A submerge maximum temperature of 356°F and a wide pH range. Approved product: CHESTERTON-ARC \$5.
- b. Ceramic and glass novolac phenolic high build coating with a 100% solid content per volume. A submerge maximum temperature of 300°F and wide pH range. Approved product: SHERWIN WILLIAMS NOVA-PLATE 325.

PART 3 EXECUTION

3.1 PRELIMINARY

A. The product's manufacturer Technician will examine the substrate and the conditions under which the work will be made to verify that all requirements and conditions are met before application. The Technician is the sole responsible to certified in written that such required conditions are properly met to begin application.

- B. All products shall be from the same manufacturer, including the cleaning thinner.
- C. The use of thinner in the coating mix is prohibited. Thinner shall only be used as a cleaning agent.
- D. Stripe coat shall be applied to all welds, edges and corners with a minimum dry film thickness (dft) of 5 mils. This thickness shall not be considered as part of the coating system layers.
- E. Coating application shall follow manufacturer recommendations and SSPC-PA1 standard.
- F. Contractor shall remove all weld spatter and slag to a smooth contour before abrasive surface preparation and coating.
- G. All surface preparation and coating application shall be performed at the site. Shop primer shall be removed at the site.
- H. Surface preparation shall be compare to photographic reference from SSPC-VIS 1 for steel, prepared with dry grit media blast.
- I. In the case that the overcoat window expired, contractor shall apply a dry grit media blast to a SSPC-SP7 (Brush-Off Blast Cleaning) with the specified anchor profile followed by a surface cleaning with a 98% Alcohol.

3.2 PREPARATION

- A. General Procedures: Remove or protect every accessory, plates, luminaries, or similar equipment not to be painted. All these equipment shall be reinstalled after completing the job.
- B. Before abrasive cleaning, wet or dry, evaluate for the presence of oil or grease on the surface to be painted. Oil and grease shall be completely removed by Solvent Cleaning, SSPC-SP1 or recommended by the manufacturer. Use one of the following test to detect the presence of oil or grease:
 - 1. Water breaking: Use atomizes distilled water on the surface. The presence of oil or grease is detected when the water does not penetrate.

- 2. Clean Cloth: Slightly rug a clean white cloth over the surface. Discoloration on the cloth is an evidence of grease or oil.
- C. Surface preparation before painting/coating:
 - Surface Preparation 1: Working area shall be isolated. Dry abrasive grit blasting to white metal (SSPC-SP5) with a surface profile of 3 mils, for surfaces exposed to severe environment. For working areas inside PREPA's facilities, sponge jet technology can be used with the same requirements.
 - 2. Surface Preparation 2: Working area shall be isolated. Dry abrasive grit blasting to near white (SSPC-SP10) with a surface profile of 2 mils, for surfaces exposed to severe environment. For working areas inside PREPA's facilities, sponge jet technology can be used with the same requirements.
 - 3. Surface Preparation 3: Horizontal or vertical vacuum abrasive cleaning to commercial grade (SSPC-SP6) for steel surfaces exposed to severe environment. The abrasive cleaning profile is 3 mils.
 - 4. Surface Preparation 4: Water pressurized (5,000psi) blast cleaning with inhibitors for surfaces exposed to severe environment. Areas with localized corrosion or with loosed material shall be cleaned with a motor with vacuum cleaning attachments
 - 5. Surface Preparation 5: Wet abrasive cleaning for surfaces exposed to severe environment. The abrasive cleaning profile is 2 mils.
 - Surface Preparation 6: Sodium bicarbonate cleaning using inhibitors in water, for surfaces exposed to severe environment. The abrasive cleaning profile is 2 mils.
 - 7. Surface Preparation 7: For concrete substrates, medium shot-blast to ICRI CSP 4 or 5.
 - 8. Surface Preparation 8: Working area shall be isolated. Dry abrasive grit blasting to brush-off (SSPC-SP7 / NACE No. 4) allowing for a great amount of the original coating to remain on the surface and to roughen the surface prior to applying the new coating system. For working areas inside PREPA's facilities, sponge jet technology can be used with the same requirements.

- D. Water, residual material used for cleaning, residuals painting, scales, or loose material as a result of the surface preparation shall be recollected for a full RCRA characterization test.
 - 1. Residual collector systems are Contractor's responsibility.
 - 2. It is prohibited to store residual materials at tanks dikes areas.
- E. Material Preparation: Mix and prepare the components following manufacturer's recommendations.
 - 1. Keep clean and free of foreign materials the containments used for mixing and paint application.
 - 2. Only use solvents and mixing agents of the same manufacturer.
 - 3. Products diluted in excess are not allowed. The Contractor is the sole responsible on applying and ending with the specified thickness (dry). Engineer shall approve the required dry thickness applied.
- F. Procedure for Testing and Removal of Soluble Salts (Chloride/Sulfate/Nitrate) Not necessary when the surfaces are water jetted cleaned. The methodology shall be used for tank's interior.
 - 1. All surfaces shall be water blasted cleaned with a minimum of 3,000 psi, using a 1% solution of Chlor Rid or similar product to remove soluble salts after abrasive cleaning and to prevent deformations on the surface profile. The maximum chloride permissible contamination level in the water used for cleaning is limited to 100ppm.
 - 2. The base coat (primer) can be applied if the surface is clean, free of dust, abrasive and other contaminants. The following tests shall be done to guarantee the cleanness of the surface:
 - a. Adhesive tape testing every 1,000 ft ².
 - 3. Chlor Test CSN, or similar product, shall be done one hour after abrasive cleaning. The test shall be done on representative areas with corrosion or loosed material, and closed to weld seams at shells, roof and bottom.

- 4. Surfaces shall be tested for contaminants before any rehabilitation or surface preparation. Cleaning as described in the preceding items shall be repeated if contamination levels are founded to be greater than the followings
 - a. Chlorides > 2 ppm (2 μ g/cm² or 20 mg/m²)
 - b. Sulfate > 2.5 ppm (2.5 μ g/cm² or 25 mg/m²)
 - c. Nitrate > 5 ppm (5 µg/cm² or 50 mg/m²)

3.3 APLICATION

- A. Apply the coating following manufacturer's instructions. Use suitable techniques and equipment for the material to be applied on the substrate. The airless spray method is preferable. The Contractor shall take all necessary measures to prevent the intrusion of any contaminant that may affect the painted area.
- B. It is not permitted to paint over dirty, corroded, scaled, dusted, greased, unprepared surfaces.
- C. Systems components shall be compatible, from the same manufacturer.
- D. The film thickness remains the same independently on the method of application. Subsequent layers will not be applied until the previous layer has been cured, as indicated on the manufacturer's literature.
- E. Apply additional layers when the previous layer is stained. All layers shall have the same uniform color and texture. Specified film thickness shall be verified on corners and edges. Special attention shall be given to assure that the corners, edges, hollows and welds receives the same thickness of dry film as in flat surfaces. Do not apply primer when it has been shop applied.
- F. Itinerary for Coating: First coat shall be applied as soon as possible after surface has been prepared. Repeat surface preparation process when there a change in color, loss of required surface profile or fast rusted.
- G. Apply the minimum dry film thickness (dft) required per specified system. When is necessary and/or required by the Engineer, apply a spot primer at critical points before base (primer) coat. Specified coating thickness is not

included in this step. Among the critical points are the edges, corners, and elbows.

1. System 1

- a. Base 3 mils
- b. Intermediate 8 mils
- c. Finish 5 mils

2. System 2

- a. Base 5 mils
- b. Intermediate 5 mils
- c. Finish 3 mils
- 3. System 3 20 mils

4. System 4

- a. Primer 4 mils
- b. Finish 16 mils, applied in two applications of 8 mils each

5. System 5

- a. Primer 4 mils
- b. Base 8 mils
- c. Finish 8 mils

6. System 6

- a. Primer 3 mils
- b. Base 20 mils
- c. Finish 20 mils

7. System 7

- a. Filler Coat Lost substrate shall be replaced with this material to a smooth contour.
- b. Base -80 mils, applied in two layers of 40 mils each.
- c. Finish 40 mils, applied in two layers of 20 mils each.

8. System 8

- a. Filler Coat Lost substrate shall be replaced with this material to a smooth contour.
- b. Base 80 mils, applied in two layers of 40 mils each.
- c. Intermediate 40 mils, applied in two layers of 20 mils each.
- d. Finish 10 mils.

9. System 9 – 4 mils

10. System 10

- a. Sealer Apply to a rate of 320 ft² / gal (5 mils) using single or plural component airless spray equipment.
- b. Rebuild Fill large voids in concrete to reshape surface or ½" for ultra-protection using a steel trowel or spreader bar.
- c. Resurface Spread material to a leveled ¼" layer with a trowel or screed rake.
- d. Lining 60 mils, applied in two layers of 30 mils each, with a single or plural component airless spray equipment.

11. System 11

a. Sealer – Apply to a rate of 320 ft² / gal (5 mils) using single or plural component airless spray equipment.

- b. Rebuild Fill large voids in concrete to reshape surface or ½" for ultra-protection using a steel trowel or spreader bar.
- c. Lining 80 mils, applied in two layers of 40 mils each, with a single or plural component airless spray equipment.

12. System 12

- a. Base 20 mils
- b. Finish 20 mils

13. System 13

- a. Shop Primer 3 mils
- b. Base 20 mils
- c. Finish 20 mils

3.4 QUALITY CONTROL

- A. The Authority reserve the right to request at any time, and many times as necessary, the following tests during the application:
 - 1. The Authority may contract the services of an independent laboratory to sample the products that are been used. The samples will be taken in the presence of the Contractor.
 - 2. The laboratory will analyze the sample for the following characteristics per Authority request:
 - a. Material's Quantitative Analysis.
 - b. Corrosion Resistance
 - c. Apparent Reflectivity
 - d. Flexibility
 - e. Opacity
 - f. Color Retention
 - g. Rust and Alkaline Resistance
 - 3. If the test results show that the material used does not comply with the requirements specified, the Authority will stop the works and may require to the Contractor the disbursement of the testing,

removal of the rejected paint, new surface preparation and new coating at his own cost.

- B. The Contractor will provide to the Engineer the receipts of the materials purchased.
- C. The Contractor shall keep a daily log of field conditions and of the necessary tests to assure the job is being done as specified and according to the manufacturer.
- D. Quality control plan (by contractor except when noted) shall include but no limited to:
 - 1. Nonvisible contaminants (salts/ions) test using SSPC Guide 15 Method A-2. The test shall be conducted every 500 ft². Surfaces with the following concentrations shall be considered as CONTAMINATED:
 - a. Chlorides > 2 ppm $(2 \mu g/cm^2 \text{ or } 20 \text{ mg/m}^2)$
 - b. Sulfate > 2.5 ppm (2.5 μ g/cm² or 25 mg/m²)
 - c. Nitrate > 5 ppm (5 μ g/cm² or 50 mg/m²)

This test shall be performed before surface preparation, before primer coat and between each coating layer.

In the case that any level exceeds the maximum allowable, a water-CHLOR*RID 1:50 solution shall be used to pressurized (5,000 psi) blast cleaning the affected area.

- 2. If 8 hours or more have been elapsed without coating been applied or flash rust is present, contractor shall prepare the surface again at his own cost.
- 3. Surface profile test shall be performed with a digital gauge similar to Elcometer 224.
- 4. Tests shall be performed and recorded for ambient conditions such as temperature, relative humidity and dew point.
- 5. Substrate surface temperature shall be checked and recorded before any coating application.

- 6. Every mixing procedure shall be documented with the mixing ration, mixing duration and dwell duration.
- 7. Wet film thickness shall be checked.
- 8. Dry film thickness test shall be performed with a digital meter like PosiTector 6000 in conformance with SSPC-PA2.
- 9. Adhesion test will be performed by with a Defelsko PosiTest AT-A automatic tester.
- 10. Holiday Test to 100% of the surface with a high voltage contact probe.
- 11. All the inspections and tests shall be performed in the presence of PREPA's inspector.
- E. The Contractor shall keep accessible all the information related to the equipment used for inspections and tests, including equipment technical data and calibration.
- F. The contractor shall prepare a quality control plan for PREPA's approval. The plan shall be signed by the quality control personnel.
- G. Before any coating layer, contractor shall clean the surface to a grade of SSPC-SP1 using thinner for exterior surfaces and alcohol 98% for interior surfaces.
- H. Contractor shall be responsible to record keeping of all data and the spatial relationship to the structure.
- I. All inspection equipment shall be calibrated and operated by certified personnel.

3.5 HOUSE KEEPING

A. Empty containers, covers, debris, residuals and all unnecessary material in the working area shall be properly removed and disposed daily.

3.6 PROTECTION

A. Protect all equipment and completed work done in adjacent areas.

B. Damages shall be repaired, replaced or recoated per Engineer's requirements.

3.7 SECURITY

A. Coatings/paintings shall be done following the safety measures recommended by the manufacturer and required by the Safety Engineer in charge. The Contractor shall follow at all time the best management practice plan (BMPP) and safety regulations established by the Authority to assure a safe working environment to the personnel.

3.8 COLORS

A. Upon Contractor's formal request, PREPA shall select the colors for all the approved system coatings, including all the paint and primer components of the approved coating system.

END OF SECTION 09900

2022-P00045

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Contract

Mail Invoice To:

AUTORIDAD DE ENERGÍA ELECTRICA

DIVISION DE TESORERIA

P.O. BOX 70253

SAN JUAN 8253 PR

00936-

Vendor:

RICARDO HERNANDEZ

MALNAT ASOCIADOS

PO BOX 3084

AMELIA CONTRACT STATION

CATANO PR 00963

Please Direct Inquiries To:

ANGELICA ROSARIO DAVILA

AROSARIO16128@AEEPR.COM

Title

PROCUREMENT SUPV G3

Phone/Alternate Phone:

787-521-3034

Fax

Work Location:

ING. MECANICO SUPERVISOR IV

CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR, PR 2

ZONA PORTUARIA

PUERTO NUEVO

PR

00920

Title

SAN JUAN UNITS CONDENSER & CIRCULATION WATER PIPING COATING REHAB

Contract Value

Total Value	\$ 826,644.00 USD 00	** NOT TO EXCEED ** Account Numer: 01-1071-34401-555-348
Pricing Method	LUMP SUM	
Contract Type	SERVICES	Start Date 12/17/21
Project		End Date

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12/17/21

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12/20/21

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Contract

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Vendor Authorized Signature

Printed Name/Title

Date Signed

Printed Name/Title

20 dicijembre 2021

787-521-4990

Date Signed

Phone

S.S.

Terms and Conditions - Text at End

		1			
Facility	Standard	Revision	S/P_	Text	Title
_	PH000001	004	S	Υ	EQUAL OPPORTUNITY
	PH000002	005	S	Υ	COMPLIANCE WITH LAWS.
	PH000004	005	s	Υ	INFRINGEMENT
	PH000009	019	s	Υ	INSTRUCCIONES PARA SUBASTAS FORMALES
	PH000033	009	S	Υ	FORCE MAJEURE

Scope of Work

CONTRATO

CR 249374

SUBASTA FORMAL RFP 003208

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Scope of Work

SE ADJUDICA CONTRATO SEGÚN TÉRMINOS Y CONDICIONES DEL PROCESO DE SUBASTA FORMAL RFP 0003208.

ESPECIFICACIONES TÉCNICAS

REHABILITACIÓN DE SEGMENTOS DE TUBERIA (DEBRIS Y COLECTORES DE BOLAS DE LIMPIEZA) EN LA ENTRADA Y SALIDA DEL CONDENSADOR UNIDAD 5, CENTRAL SAN JHAN

ALCANCE DE TRABAJOS MECANICOS

- A. El trabajo incluye proveer labor, supervisión, materiales, equipo, inspección y todo lo necesario para remover de los segmentos de tuberías (DEBRIS) del Condensador de la Unidad 5 lado sur que se encuentra en las facilidades de la Central Generatriz de San Juan.
- B. Diseñar y presentar plan de levantamiento de los segmentos de tuberías.
- C. Desacoplar tuberías, válvulas, actuadores y todo aditamento sujeto a los segmentos de tubos.
- D. Remover plataformas, parrillas, barandas y todo lo que impida remover los segmentos de tuberías.
- E. Remover todos los tornillos de las conexiones brida a brida y brida a junta de expansión. Todos los tornillos serán 193B7 y las tuercas 2H.
- F. Reacondicionar platinas de juntas de expansión de la conexión del asunto (adjunto especificación del recubrimiento).
- G. Remover y transportar los segmentos de tubería a taller o área asignada por PREPA
- H. Reacondicionar superficie de todas las bridas para garantizar sello.

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- I. Desarmar partes internas del de los segmentos de tuberías (DEBRIS) y colector de bolas.
- J. Suplir e instalar sellos mecánicos nuevos (2) en los ejes de actuadores, iguales a los que tiene actualmente (Chesterton Split mechanical seal Style 442-16).
- K. Transportar e Instalar todos los aditamentos internos y externos.
- L. Instalar los segmentos de tubos con su mecanismo interno.
- M. Instalar tuberías, válvulas, actuadores y todo aditamento sujeto a los segmentos de tubos.
- N. Instalar plataformas, parrillas, barandas y todo lo que impida remover los segmentos de tuberías.
- O. Instalar todos los tornillos de las conexiones brida a brida y brida a junta de expansión. Todos los tornillos serán 193B7 y las tuercas 2H. ALCANCE DEL TRABAJOS ¿ COATING
- A. El trabajo incluye proveer labor, supervisión, materiales, equipo, inspección y todo lo necesario para la instalación y aceptación por parte de la AEE para el mantenimiento del sistema de recubrimiento anticorrosivo que actualmente tiene el interior de los segmentos de tuberías (DEBRIS) del Condensador de la Unidad 5 que se encuentra en las facilidades de la Central Generatriz de San Juan.
- B. El alcance del trabajo en el interior de los segmentos de tuberías (DEBRIS) incluye un lavado preliminar con maquina a presión a 4000 psi mínimo (Low pressure water cleaning LP WC), a fin de realizar una inspección visual de cada uno de los componentes para identificar áreas que pudieran tener daños y comprometer la integridad del coating existente.

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Esta inspección será realizada por el gerente del proyecto por parte de la AEE.

- C. El QC del contratista (Inspector NACE level II) realizará un barrido de espesores según la guía SSPC-PA2, a fin de tener la data requerida para luego realizar al 100% del área, la prueba de Low voltage Holiday test al coating existente para detectar cualquier pinhole que necesite ser preparado.
- D. El alcance incluye cotizar el 50% del área de los componentes, con la preparación de superficie y aplicación de recubrimiento cerámico anticorrosivo (Chesterton ARC 858-Epoxy Ceramic Reinforced Filler Lining) a 250 mils DFT, y el 100% del área con la preparación de superficie y aplicación del top coat Chesterton ARC S2 a 15 mils DFT. Además, se debe incluir el precio por pie cuadrado adicional y el pie cuadrado en crédito en caso de que no se requiera la totalidad de la superficie cotizada. Todos los precios serán evaluados como parte del proceso competitivo. E. Al área de reparación se le eliminará todo el material de recubrimiento mal adherido y el perímetro del área que muestra material con adherencia satisfactoria, se demarcará con tape y los bordes tendrán una transición cónica (feathering) y con una preparación de superficie NACE 4 / SSPC-SP7 Brush-off blast Cleaning para adherencia con el nuevo material de coating.
- F. El grado de la preparación de la superficie para el sustrato de las áreas a reparar será NACE 1/ SSPC-SP5 White Metal Blast Cleaning con perfil de anclaje angular de 3-5 mils. Seguido de una limpieza con solvente (alcohol 98%) según SSPC-SP1 para luego aplicar el material ARC

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858 el cual debe extenderse desde el sustrato metálico hasta la transición cónica del recubrimiento existente para cada recubrimiento aplicado para la reparación.

Nota: Si fuera necesario, previo a la preparación SSPC-SP5 realizar en combinación las preparaciones de superficie al grado SSPC-SP2 & SSPC-SP3.

Luego de hacer todas las reparaciones pertinentes con el producto Chesterton ARC858 y de haber transcurrido el tiempo de curado a ¿full load¿ según el SDS del producto, se procederá a preparar el 100% de la superficie interior con un NACE 4/ SSPC-SP7 Brush-off blast cleaning con una rugosidad a un perfil angular de entre 3-5 mils, seguido de una limpieza con solvente (Solvent cleaning SSPC-SP1) con alçohol 98%, para luego aplicar el top coat Chesterton ARC S2 a un espesor seco de 15 mils (DFT).

G. Dibujos / Layouts / As-Builts:

Se deberán realizar dibujos, ¿layouts & As-Builts¿ & donde se identifiquen y se pueda relacionar con la estructura todas las pruebas tomadas durante el (QC) control de calidad y el (QA) aseguramiento de la calidad de todo el proyecto. Todo dibujo deberá ser sometido para la evaluación y aprobación correspondiente.

GENERALES

A. Se proveerá un inspector certificado por ¿NACE¿ (National Association of Corrosion Engineers) NIVEL 2 como mínimo, para estar a cargo del control de calidad. Los reportes generados por el inspector ¿NACE¿ serán entregados al Departamento de Extensión de Vida Útil con copia al

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Ingeniero o Gerente de Construcción a cargo del proyecto por parte de la AEE. Los reportes deberán incluir fotos a color de todas las etapas del proyecto. El Inspector NACE nivel 2 estará presente en todas las etapas del proyecto. El inspector deberá realizar el control de calidad de acuerdo con el ¿NACE Coating Inspector¿s Condensed Logbook¿.

- B. Antes de la movilización se someterá al Gerente de Construcción el Plan de Trabajo específico, que cubrirá las actividades necesarias y las fechas programadas para el recibo de los materiales requeridos para completar el proyecto. El mismo estará sujeto a la aprobación de Gerente de Construcción.
- C. Todo trabajo descrito en estas especificaciones será realizado por personal experimentado y de acuerdo con las prácticas recomendadas de:
 - 1. NACE ¿National Association of Corrosion Engineers¿
 - 2. SSPC ¿The Society of Protective Coatings¿
 - 3. ISO ¿International Organization for Standardization¿
 - 4. EPA
 - 5. OSHA
 - 6. Agencias locales y estatales con jurisdicción
- D. Se coordinará con el Gerente de Construcción el uso de electricidad o agua de la Central, necesarios para la realización del trabajo. Cualquier equipo necesario para llevar estos servicios al área de trabajo son responsabilidad y a costo del contratista.
- E. Se coordinará con el Jefe de Operaciones de la Central Generatriz y con el Gerente de Construcción, el itinerario de trabajo a seguir para

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completar el trabajo especificado. Los trabajos no pueden confligir con la operación normal de la Central y los proyectos en curso que se estén realizando en la Central, por lo que el contratista deberá considerar esto en su oferta.

- F. Se proveerá, mantendrá y manejará todo el equipo necesario para realizar el trabajo, de acuerdo con lo establecido por los códigos y reglamentos locales y estatales. El personal que opere estos equipos debe estar debidamente certificado. El contratista presentará las certificaciones de los operadores antes de movilizarse.
- G. Se proveerá facilidades sanitarias temporales para el personal y subcontratistas. Estas cumplirán con el reglamento en vigor del Departamento de Salud y con los requisitos de OSHA.
- H. Los productos químicos por usarse son aprobados por la AEE.
- I. Se designará una persona competente (en cumplimiento con las normas de OSHA) responsable por parte de su organización en el lugar del proyecto, quien estará a cargo de la implantación del Programa de Seguridad, de la prevención de accidentes y de la coordinación de los aspectos de seguridad del proyecto con el Oficial de Seguridad designado por la AEE. Se someterá a la AEE para evaluación el plan de salud y seguridad específico para el proyecto.

ENTREGA, MANEJO Y ALMACENAMIENTO

Los productos se entregarán en el proyecto, propiamente identificados con toda la información necesaria para su identificación. Se incluirán los MSDS o SDS de los materiales.

PRODUCTOS

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Scope of Work

- A. Todo producto por utilizarse en el proyecto estará aprobado por la AEE antes de entrar a los predios de esta.
- B. Se establecerá con la AEE un programa de control de calidad. Todos los documentos serán certificados por el personal responsable del QC y entregados a la AEE Las pruebas se tomarán en presencia del ingeniero de la AEE.
- C. Todos los instrumentos de inspección estarán calibrados y serán manejados por personal debidamente certificado para el propósito de la inspección a realizar.
- D. Para las pruebas de sales y contaminantes no visibles, se deberá utilizar el equipo Elcometer 130 SSP.

El programa incluirá como mínimo las siguientes pruebas:

- a. Prueba de contaminantes no visibles en la superficie (sales/iones)-SSPC Guide15/Método: A2
- E. Se realizarán las pruebas antes de cada aplicación. Las superficies con las siguientes concentraciones se considerarán como contaminadas:

Cloruro > 5 ppm (¿g/cm2)

Nitrato > 10 ppm (¿g/cm2)

Sulfato > 10 ppm (¿g/cm2)

En el caso de contaminación en la superficie se utilizará lavado con agua a alta presión con mínima de (4,000psi) con solución de CHLOR*RID. La razón de dilución o (mezcla) con agua será de 1:25, la aplicación se realizará siguiendo las especificaciones del manufacturero. La prueba será

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realizada cada 10 pies cuadrados y entre cada capa de recubrimiento.

- F. Corroborar el perfil de anclaje cada 5 pies cuadrados y en cada ¿spot¿ de área de superficie preparada al grado de NACE 1/ SSPC-SP5 White Metal Blast Cleaning. El perfil de rugosidad de la superficie será revisado según el estándar de ASTM D 4417-B & ASTM
- D 4417-C. Para esta prueba se deberá utilizar el Micrómetro & testex tape (Replica tape) y el Equipo DeFelsko Positector electrónico.
- G. Prueba de partículas contaminantes (Dust Tape Test Kit) ISO 8502-3/ se deberá utilizar el ¿Elcometer 142¿.
- H. Si han transcurrido más de 24 horas entre la preparación de la superficie y la aplicación de pintura, será compulsorio limpiar la misma nuevamente.
- I. Previo a la aplicación de cada capa de pintura se realizará una limpieza (SSPC-SP1) con Alcohol 98%.
- J. Verificar condiciones ambientales:

Temperatura aire (ambiente)

Temperatura superficie (substrato)

Humedad relativa

Punto de rocío ¿Dew point¿

- K. Razón de mezcla de las partes de las pinturas, tiempo de mezcla y tiempo de reposo.
- L. Se verificará los espesores húmedos, y se producirá documentación donde se relacione esta data con la localización en la estructura.
- M. Se verificará los espesores secos y se producirá documentación ¿Lay Outs /Mappings¿ dónde se relacione esta data con localización en la

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estructura. Esta prueba se realizará siguiendo el estándar de SSPC-PA2. Se tomará como criterio de aceptación el espesor mínimo de las especificaciones del proyecto y no el método del estándar. El área de las pruebas será cada (1pc) un pie cuadrado y las zonas reparadas y/o rehabilitadas. La prueba se realizará en cada una de las capas del sistema especificado. *Se utilizará el equipo DeFelsko Positector 6000 Advanced Body with FN Probe. *Se verificará la calibración del equipo en el proyecto utilizando los estándares de calibración ¿DeFelsko¿. Los Reportes entregará en el formato del programa DeFelsko PosiSoft Software ¿ Data-Reporting, Se incluirán las gráficas e Histogramas del Posisoft Software.

- N. Prueba de Adhesión: La prueba será realizada por el inspector NACE Nivel 2. Las áreas serán seleccionadas por la AEE. Se proveerá todo lo necesario (equipos, materiales, labor, etc.) para realizar las pruebas y reparar las áreas afectadas por las pruebas. El Equipo deberá ser el DeFelsko PosiTest AT-M.
- O. El inspector NACE Nivel 2 realizará las pruebas de discontinuidad del recubrimiento (Low Voltage Holiday Test) al 100% de las superficies reparadas y/o rehabilitadas, siguiendo los estándares de NACE SP 0188-2006 y del manufacturero del producto. El equipo a utilizar será Elcometer 270. Las pruebas serán realizadas en presencia del inspector de la AEE.

PINTURA

Los productos utilizados para la capa de base, capa intermedia, ¿spot primeri, istripe coati y capa final serán del mismo fabricante. *Esto incluve el solvente (Thinner).

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NOTA: No se diluye la pintura con thinner.

SISTEMA DE PINTURA PARA SUPERFICIE INTERIOR

Product Description

Coat Type

Vs min. %

DFTmin./ mils.

Coat

Specis

Chesterton ARC 858

Filler-areas to repair

100

250.0

Note

B*

Chesterton ARC \$2

Stripe Coat

100

5.0

Note A*

Chesterton ARC S2

Full

Coat

100

10.0

Note A*

TOTAL DRY FILM THICKNESS 265.0 MILS

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Products shall be complied with ISO 12944 Standard. (dft)= Dry Film Thickness

Notes: Surface Preparation NACE No.1 / SSPC-SP5 for exposed metal substrate to be rebuilt or repair

*A- Full Coat (over ARC 858): Ceramic-Reinforced Lining System: Epoxy Resin, 100% Solids- Solvent Free, two component cured lining system. With Advanced Ceramic Reinforcements. Excellent resistance for chemical attack, Erosion, Abrasion and corrosion protection.

*B- Repair Area: EPOXY CERAMIC COMPOSITE for (Pittings, Discontinuities, loss of substrate-base material)

PRELIMINAR

Se examinará el substrato y las condiciones bajo las cuales se realizará el trabajo, para verificar que se cumpla con los requerimientos de aplicación del recubrimiento. No se comenzará a aplicar el recubrimiento hasta que las condiciones no aceptables sean corregidas y aceptada por el representante de PREPA.

NOTA: Las áreas de los tubos con reducción de espesor por corrosión hasta 4 pies cuadrados que sobrepasen un 50 % del espesor nominal y o perforaciones, serán reparadas. El área comprometida será remplazada con parcho insertado con medida mínima de 6 pulgadas de diametro, este será soldado con penetración completa y soldadura trasera (back Weld). Se realizarán pruebas de Líquidos Penetrantes (PT) por personal certificado por ASNT NDT Level III, PT and Recommended Practice No. SNT-TC-1A. El plan y procedimiento de reparación será preparado por un Inspector de Soldadura

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Certificado (CWI). El CWI cumplirá con los requisitos de American Welding Society, AWS QC1. El CWI tiene que inspeccionar las etapas de preparación de la unión, aplicación de soldadura e inspección final. Antes de comenzar las reparaciones se someterá a PREPA para evaluación los siguientes documentos:

Welding Procedure Specification (WPS) Procedure Qualification Record (PQR) Welder Performance Qualification (WPQ)

PREPARACIÓN DE SUPERFICIE INTERIOR

Antes de la aplicación de la pintura todas las superficies serán preparadas con las siguientes condiciones:

A. Preparación de Superficie: SSPC-SP1, lavado con agua a alta presión a (4,000 psi) mínima, utilizando equipo de boquilla rotativa¿rotating nozzle¿ para remover todo el material suelto. A todas las superficies se le aplicará un removedor de aceites y grasas, igual o aprobado igual al ¿PPG- PREP 88 Cleaner¿, que será removido con el procedimiento de lavado con agua a alta presión. Luego de este procedimiento se realizará un lavado con agua a alta presión a (4,000psi) mínima, con solución de ChloRid, para remover contaminantes. *No se aceptarán productos sustitutos para el ChloRid. Previo a la preparación NACE No.1 se deberá realizar en combinación las preparaciones de superficie al grado SSPC-SP1, SSPC-SP2 & SSPC-SP3.

B. Una vez finalizado el procedimiento de la limpieza con agua a alta

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presión se realizará una limpieza al grado de (NACE No.1 / SSPC-SP5) White Metal Blast Cleaning, será mandatorio utilizar en conjunto ambos sistemas en todas las superficies. La preparación de superficie obtenida será revisada utilizando las guías y referencias fotográficas para aceros preparados por medio de sistemas abrasivos en seco (SSPC-VIS 1). La razón de dilución o (mezcla) con agua para el PPG-PREP 88 será de 1:2, (1) parte del concentrado del PREP 88 y (2) partes de agua. La aplicación se realizará siguiendo las especificaciones del manufacturero.

PERFIL DE ANCLAJE

El mínimo perfil de anclaje en la superficie será entre 3.0 @ 5.0 mils (milésimas de pulgada) con rugosidad Angular. El perfil de rugosidad de la superficie será revisado según el estándar de ASTM D 4417-B & ASTM D 4417-C Para esta prueba se deberá utilizar el Micrómetro, testex (Replica Tape) y el Equipo DeFelsko Positector digital electrónico. Corroborar el perfil de anclaje cada 5 pies cuadrados y en cada ¿spot¿ de área de superficie preparada al grado de NACE No.1 / White Metal Blast Cleaning. Producir documentación dónde se relacione esta data con localización en la estructura,

SOBRE RECUBRIMIENTO EN EL ÁREA INTERIOR

De exceder el tiempo máximo permitido de sobre recubrimiento (overcoating interval & overcoat window) del producto, será compulsorio realizar la preparación de superficie al grado de NACE No.4 / SSPC-SP7 ¿Brush-Off Blast Cleaning¿ con perfil de anclaje mínimo de 2.0-5.0mils, previo a la aplicación de las siguientes capas a el 100% de la superficie. Luego se realizará una limpieza de la superficie al grado de SSPC-SP1, lavado con

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agua a alta presión a (4,000 psi) mínima, seguido por una limpieza con alcohol 98% a toda la superficie. Se deberá realizar la prueba de contaminantes a la superficie siguiendo las especificaciones técnicas. APLICACIÓN

- A. Se aplicará la pintura de acuerdo con las direcciones del fabricante en la hoja de data técnica y al estándar SSPC-PA1. Utilizar técnicas y equipos adecuados para el substrato y el tipo de material a ser aplicado. La pintura será aplicada mediante el método de Rolo & ¿Trowel¿. *Se utilizará Microfiber Roller para el Epoxy-Ceramic Lining & Trowel para el ARC 858 filler epoxy.
- *El uso de brocha se permitirá en las áreas inaccesibles para la aplicación por medio de Rolo y áreas de stripe coat. *El rolo o brocha a utilizar no podrá liberar particulado que produzca discontinuidad en el recubrimiento aplicado, el mismo deberá ser sometido para la evaluación.
- B. No se pintará sobre superficies sucias, mohosas, grasa, aceite, humedad, laminaciones, etc.
- C. Se removerá toda salpicadura de soldadura, escoria remanente, etc., previo a la preparación de la superficie especificada por medio de (sand blasting).
- D. El espesor de la película requerido será el mismo independientemente del método de aplicación. No se aplicarán capas subsiguientes hasta que la capa previa se haya curado tal como indique la literatura del fabricante.
- No se aplicará Chesterton ARC S2 sobre superficies que excedan los 90F
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de Temperatura.

- 2. No se aplicará Chesterton ARC 858 sobre superficies que excedan los 90F de Temperatura.
- E. Stripe Coat: Esta aplicación se realizará en cumplimiento con el estándar SSPC-PA Guidell.
- ·F, El Acabado final deberá presentar uniformidad en el color. GARANTIA
- 1. Se ofrecerá garantía de 5 años en conjunto con el manufacturero del producto y por la labor del contratista en el sistema de recubrimiento, la misma tendrá términos y condiciones.

TTEMPO DE ENTREGA Y PENALIDAD POR RETRASO

El tiempo de entrega será de 20 días consecutivos, a partir de la fecha de ser movilizados por la AEE.

TÉRMINOS Y CONDICIONES:

EL CONTRATISTA OBTENDRÁ Y MANTENDRÁ VIGENTE DURANTE LA DURACIÓN DEL CONTRATO LOS PERMISOS APROPIADOS DE TODAS LAS AUTORIDADES REGULADORAS MUNICIPALES, ESTATALES Y FEDERALES, RESPECTO A LOS SERVICIOS OFRECIDOS.

EN CASO DE INCUMPLIMIENTO DE SERVICIO O DE NO SER SATISFACTORIO, LA AUTORIDAD SE RESERVA EL DERECHO DE CANCELAR ESTE CONTRATO EN CUALQUIER MOMENTO SIN NECESIDAD DE NOTIFICACIÓN PREVIA.

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Scope of Work

EL CONTRATISTA DISPONDRÁ DE TODO MATERIAL, EQUIPOS Y DEMÁS OBJETOS
REMOVIDOS DURANTE EL SERVICIO, CUMPLIENDO CON LAS REGULACIONES Y LEYES
AMBIENTALES VIGENTES. EL CONTRATISTA DISPONDRÁ ADECUADAMENTE DE LOS
DESPERDICIOS GENERADOS DURANTE LA REALIZACIÓN DE LOS TRABAJOS DESCRITOS EN
ESTE DOCUMENTO.

LOS CONTRATISTAS QUE VAYAN A SUBCONTRATAR ALGUNO DE LOS TRABAJOS O SERVICIOS OBJETO DE ESTA PUBLICACIÓN, TENDRÁ QUE ASEGURARSE DE QUE DICHOS SUBCONTRATISTAS NO SEAN COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD. LA AUTORIDAD NO ACEPTARÁ PROPUESTAS EN LAS QUE SE UTILICEN COMO SUBCONTRATISTAS COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD.

EL CONTRATISTA SERA RESPONSABLE POR TODOS LOS DAÑOS QUE SE OCASIONE A PERSONAS O LA PROPIEDAD, COMO RESULTADO DE SU FALTA O NEGLIGENCIA EN RELACION CON EL TRABAJO QUE SE LLEVA A CABO.

EL SUPLIDOR DEBE QUE DESGLOSAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NÚM. 48-2013. DE NO DESGLOSAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.

Terms and Conditions - Text

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Facility		Standard	PH000001
Revision	004	Description	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.

Facility		Standard	PH000002
Revision	005	Description	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.

Facility		Standard	PH000004
Revision	005	Description	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

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Facility	Standard	PH000004
Revision 005	Description	INFRINGEMENT

out of any infringement, or any alleged infringement, of any intellectual 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.

Facility

Revision 019

Standard PH000009

INSTRUCCIONES PARA SUBASTAS FORMALES

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÓ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACI¿N T¿RMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE

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Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODR¿N SER DECLARADOS NO RESPONDIENTE.

- 3. GARANTIA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTIA DE LICITACIIN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTIA SERIN RECHAZADAS.
- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERG¿A EL¿CTRICA NO ACEPTÁR¿ PROPUESTAS POR FACC¿MIL O MEDIOS ELECTR¿NICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIAN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGAN PLAN DE PAGO: ESTO EN CASO DE ASA REQUERIRSE.

Facility		Standard	РН000033
Revision	009	Description	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.

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Facility	en e	Standard	PH000033
Revision	009	Description	FORCE MAJEURE

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.

* * * End of Contract * * *



January 20, 2022

ACUSE DE RECIBO

Mr. Juan R. Maldonado 20 /01/2012
President
MALNAT & Asociados Inc.
PO Box 3084
Cataño Contract Station
Cataño, PR 00963

Dear Mr. Maldonado:

RE: MOBILIZATION FOR CONTRACT 91485, TS-M15-21, FOR SAN JUAN UNIT 5 CONDENSER AND CIRCULATING WATER PIPING EXTERIOR COATING REHABILITATION

We hereby authorize your company to proceed with the mobilization for the reference work. All rehabilitation works shall be completed as per contract documents. The time period for the works included as part of Contract 91485 shall commence by January 31, 2022. The scope of work shall be completed in 50 days, by March 22, 2022. The determination of penalties, if any, are conditioned to the commence date.

For any questions please contact Eng. José L. Carrasco, Technical Advisor, at (787) 521-5193, or via email at jose.carrasco@prepa.com.

Cordially,

Carlos A. Negrón Alfonso, Head Engineering and Technical Services Division



THIS IS NOT AN ORDER

RFP

00003208

Due Date

10/25/21

Due Time

10:00 AM

Printed

10/14/21

PUERTO RICO ELECTRIC POWER AUTHORITY

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Return RFP To:

ANGELICA ROSARIO DAVILA PR ELECTRIC POWER AUTHORITY PURCHASING DIVISION PO BOX 364267 SAN JUAN, PR 00936-4267 AROSARIO16128@AEEPR.COM Phone 787-521-4990

Vendor:

BULLETIN BOARD DIVISION DE SUMINISTROS SAN JUAN PR 00936

Work Location:

CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2 ZONA PORTUARIA PUERTO NUEVO, PR 00920

Title

SAN JUAN UNITS CONDENSER & CIRCULATION WATER PIPING COATING REHAB

Bid Details

Bid Value \$ 826,	644.00	Currency	USD
Bid Pricing Method	LUMP SUM	Not to Exceed?	
Start Date	11/1/21	End Date	

Signatures

Vendor Authorized Signature

1 and Kormandec

Printed Name/Title

13/25/2021

737-630-7973

Date Signed

Phone

Authorized Signature

Angélica Rosario Dávila- Supervisor de Compras

Printed Name/Title

14 octubre de 2021 Date Signed

787-521-4990

Phone

P.O. BOX 3084 CATAÑO, P.R. 00963 (787) 630-7978, FAX (787) 287-4882

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Due Date

10/25/21

Due Time

10:00 AM

Printed

10/14/21

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Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S.	_ Y	EQUAL OPPORTUNITY
	PH000002	005	5	Ý	COMPLIANCE WITH LAWS.
	PH000004	005	S	Y	INFRINGEMENT
	PH000009	019	S	Y	INSTRUCCIONES PARA SUBASTAS FORMALES
	PH000033	909	S	Y	FORCE MAJEURE

Scope of Work

CR 249374

SUBASTA FORMAL RFP 003208

SAN JUAN UNITS CONDENSER & CIRCULATION WATER PIPING COATING REHAB

APÉNDICE # II

- -SE INFORMA A LOS LICITADORES LO SIGUIENTE:
- 1-SE AÑADEN LOS SIGUIENTES DOCUMENTOS:
 -PREGUNTAS Y RESPUESTAS PARA EL PROYECTO (Q&A TS-M15-21.PDF)
- -REVISIÓN DE LAS ESPECIFICACIONES TÉCNICAS Y CONDICIONES ESPECIALES PARA EL PROYECTO (TS-M15-21 TS & SC_SJCC 5 CONDENSER EXTERIOR COATING REV4_ANNEX 1.PDF)
- 2-SE ESTABLECE LA FECHA DE APERTURA PARA LA SIGUIENTE:

FECHA: LUNES 25 DE OCTUBRE DE 2021

HORA: 10:00AM

EVENTO POWERADVOCATE: 127925

FIN DEL APÉNDICE # II

INSTRUCCIONES PARA ESTA SUBASTA:

Mainat & Asociados, Inc.
venta y servicto de seguiro industrial
P.O. BOX 3084
CATAÑO, P.R. 00963
(787) 630-7978, FAX (787) 287-4882

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Scope of Work

1-PARA ESTA SUBASTA LA AUTORIDAD ACEPTARÁ PROPUESTAS SOLO POR LA PLATAFORMA DE POWERADVOCATE EN EL EVENTO MENCIONADO.

- 2- PARA ESTA SUBASTA, LA AUTORIDAD REQUIERE UNA FIANZA DE LICITACIÓN INDIVIDUAL QUE CUBRA EL 10% DEL TOTAL DE SU OFERTA, FORMULARIO AEE 500.0-368. LA FIANZA TIENE QUE VENIR ACOMPAÑADA CON EL DOCUMENTO POWER OF ATTORNEY. ESTOS DOCUMENTOS TIENEN QUE SER PREPARADOS POR UNA COMPAÑÍA AUTORIZADA A HACER NEGOCIOS EN PUERTO RICO.
- 3- SE LE REQUERIRA AL LICITADOR AGRACIADO UNA FIANZAS DE EJECUCION Y PAGO DEL 100% DEL TOTAL DE LA ORDEN.
- 4- LUGAR DEL SERVICIO:

CENTRAL SAN JUAN, AVENIDA MERCADO CENTRAL LOTE 28 ZONA PORTUARIA,, PUERTO NUEVO PUERTO RICO

- 5-LOS LICITADORES TIENEN QUE DESGLOZAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACION ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.
- 6-SERÁ REQUISITO PARA ADJUDICACIÓN ESTAR ACTIVO EN EL REGISTRO DE PROVEEDORES DE LA AEE.
- 7- LUEGO DE LA APERTURA DE LA SUBASTA, LOS LICITADORES, SUS REPRESENTANTES Y OTRAS PARTES NO PUEDEN COMUNICARSE EN FORMA ALGUNA CON EMPLEADOS DE LA AUTORIDAD DE ENERGÍA ELÉCTRICA PARA ASUNTOS RELACIONADOS CON LAS PROPUESTAS BAJO ESTUDIO, SALVO LO DISPUESTO POR LEY NÚM. 38, DEL 30 de junio del 2017, SEGÚN ENMENDADA Y LA REGLAMENTACIÓN PROMULGADA A SU AMPARO. REGLAMENTO DE SUBASTAS, CAPÍTULO IV, SECCIÓN VI, ARTÍCULO C, INCISO 2.



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Scope of Work

PARA INFORMACIÓN ADICIONAL: ANGELICA ROSARIO DÁVILA SUPERVISORA DE COMPRAS TELÉFONO: 521-4990 ANGELICA.ROSARIO@PREPA.COM



Terms and Conditions - Text

Facility		Standard	PH000001
Revision	0.04	Description	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.

Facility	, , , , , , , , , , , , , , , , , , ,	Standard	PH000002
Revision	005	Description	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.

Facility		Standard	 PH000004
Revision	005	Description	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 property rights, including rights arising under any patent, copyright,

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RFP 00003208
2 Date 10/25/21

Due Date
Due Time

10:00 AM

--Printed

10/14/21

PUERTO RICO ELECTRIC POWER AUTHORITY

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Terms and Conditions - Text

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Facility		Standard	PH000004
Revision	005	Description	INFRINGEMENT

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.

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES
•			200M2 LAS LOUINTEE

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÍ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIÓN TÉRMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRÁN SER DECLARADOS NO RESPONDIENTE.
- 3. GARANTÍA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTÍA DE LICITACIÓN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTÍA SERÁN RECHAZADAS.
- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGÍA ELÉCTRICA NO ACEPTARÁ PROPUESTAS POR FACCÍMIL O MEDIOS ELECTRÓNICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIÓN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGÚN PLAN DE PAGO; ESTO EN CASO DE ASÍ REQUERIRSE.

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Terms and Conditions - Text

Facility		Standard	PH000033
Revision	009	Description	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.

* * *End of Request For Proposal* * *



PREGUNTAS Y REPUESTAS - TS-M15-21 SJCC U5 Condenser & Circulation Water Piping Exterior Coating Rehabilitation

Adjunto preguntas relacionadas con el evento en asunto.

- En la página 11, Exterior Coating System Table:
 - ✓ Todos los recubrimientos deben ser aplicados por el método "airless spray". Se puede utilizar rolo y brocha en las áreas donde no se pueda aplicar el método especificado?

Repuesta: Utilizar métodos de aplicación alterno, como por ejemplo rolo y brocha, en áreas dónde el método especificado no sea práctico, requerirá la aprobación del inspector o representante de la Autoridad designado para este proyecto.

✓ No se observa en la tabla, indicaciones para aplicar stripe coat, se incluye o no?

Repuesta: Se enmendó la tabla de Exterior Coating System, en la página 11 del Annex 1 - TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS, para incluir las especificaciones del stripe coat.

• Si durante la preparación de superficie solicitada (page 9-item "C"), ocurriera una perforación en el sustrato por un avanzado deterioro estructural, cuál sería el procedimiento a seguir para la reparación?

Repuesta: Para atender perforaciones en el sustrato, por el deterioro estructural de varios componentes, se solicita al contratista presentar en su propuesta una contingencia de \$10,000 para la reparación de tales deficiencias. La Autoridad solicita se utilice DUROMAR SAR para dichas reparaciones. No se aceptará producto sustituto. El contratista presentará el procedimiento de reparación para la aprobación por parte de la Autoridad.

 El sistema de recubrimiento exterior seleccionado, es para protección ambiental, sin embargo; las condiciones reales en la planta hacen que muchas áreas se consideren que están en inmersión y el sistema va a fallar prematuramente. Como áfecta esta situación al contratista agraciado después de realizados los trabajos, según las especificaciones? Cabe destacar, que el mismo producto intermedio (Interseal 670 epoxy) puede ser usado en aplicaciones de inmersión pero con valores de DFT de 10 mils. Lo que implica más trabajo en mano de obra y material, pero mayor durabilidad.

Repuesta: Se enmendó la tabla de Exterior Coating System, en la página 11 del Annex 1 - TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS, en la cual se modificó la especificación del Intermediate coat.

• Estos trabajos van a requerir garantía de parte del contratista y manufacturero?

Repuesta: El contratista tiene la responsabilidad de aplicar el sistema de recubrimiento externo en fiel cumplimiento con los requisitos y garantías del manufacturero.



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10/5/21

Due Time

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2:00 PM 9/28/21

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Return RFP To:

ANGELICA ROSARIO DAVILA PR ELECTRIC POWER AUTHORITY PURCHASING DIVISION PO BOX 364267 SAN JUAN, PR 00936-4267 AROSARIO16128@AEEPR.COM Phone 787-521-4990

Vendor:

BULLETIN BOARD DIVISION DE SUMINISTROS SAN JUAN PR 00936

Work Location:

CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2 ZONA PORTUARIA PUERTO NUEVO, PR 00920

Title

SAN JUAN UNITS CONDENSER & CIRCULATION WATER PIPING COATING REHAB

Bid Details

Bid Value 🕏 126	, 64p. w	Currency	USD
Bid Pricing Method	LUMP SUM	Not to Exceed?	
Start Date	11/1/21	End Date	<i>p</i>

Signatures

Vendor Authorized Signature

Ricardo / demandos

Printed Name/Title

13/25/2021

Date Signed

787-630-7478

Phone

Authorized Signature

Angélica Rosario Dávila- Supervisora de Compras

Printed Name/Title

28 septiembre de 2021 Date Signed

787-521-4990

Phone



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Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Υ	EQUAL OPPORTUNITY
	PH000002	005	S	Υ	COMPLIANCE WITH LAWS.
	PH000004	005	5	Υ	INFRINGEMENT
	PH000009	019	S	Υ	INSTRUCCIONES PARA SUBASTAS FORMALES
	PH000033	009	S	Υ	FORCE MAJEURE

Scope of Work

CR 249374

SUBASTA FORMAL RFP 003208

SAN JUAN UNIT5 CONDENSER & CIRCULATION WATER PIPING COATING REHAB

APÉNDICE # I

-SE INFORMA A LOS LICITADORES LO SIGUIENTE:

SEGÚN REUNIÓN PRE-SUBASTAS COMPULSORIA CELEBRADA EL MARTES 28 DE SEPTIEMBRE DE 2021, SE ESTABLECE PERIODO DE PREGUNTAS HASTA EL 5 DEOCTUBRE DE 2021 A LAS 2:00PM.

SE INCLUYE ANEJO DE HOJA DE ASISTENCIA A REUNIÓN PRE SUBASTAS.

FIN DEL APÉNDICE # I



REQUISITOS DE VISITA A LOS PREDIOS DE LA AUTORIDAD:

-DEBIDO A LA SITUACIÓN IMPERANTE REFERENTE A LA PANDEMIA DEL COVID-19, LOS

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Due Time 2:00 PM

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PUERTO RICO ELECTRIC POWER AUTHORITY

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Scope of Work

LICITADORES DEBERÁN UTILIZAR EL SIGUIENTE EQUIPO DE SEGURIDAD PERSONAL:

A. MASCARILLA

B. CALZADO DE SEGURIDAD

C. CAPACETE

D. GAFAS DE SEGURIDAD

Malnat & Asociados, Inc.
VENTAY SERVICIO DE EQUIPO INDUSTRIAL
P.O. BOX 3084
CATAÑO, P.R. 00963
(787) 630-7978, FAX (787) 287-4882

PERSONA QUE NO LLEVE DICHO EQUIPO, SE LE PROHIBIRÁ LA ENTRADA A LA CENTRAL.

- -SE PERMITIRÁ LA ASISTENCIA DE DOS PERSONAS POR COMPAÑÍA LAS CUALES DEBERÁN CUMPLIR CON LAS SIGUIENTES INSTRUCCIONES, SEGÚN ORDEN EJECUTIVA VIGENTE:
- 1-LA PERSONA EN REPRESENTACIÓN DE LA COMPAÑÍA QUE VAYA A PARTÍCIPAR DE ESTA REUNIÓN, TENDRÁ QUE PRESENTAR EVIDENCIA DE VACUNACIÓN COVID-19 COMPLETADA. DE NO ESTAR VACUNADO, SE ACEPTARÁ PRUEBA MOLECULAR NEGATIVA.
- 2-ESTOS DOCUMENTOS DEBERÁN SER ENVIADOS A LA SUPERVISORA DE COMPRAS, ANGÉLICA ROSARIO DÁVILA, POR CORREO ELECTRÓNICO, HASTA EL DÍA ANTES DE LA REUNIÓN A LAS 2:00PM. ESTOS RESULTADOS SE ENVIARÁN AL DEPARTAMENTO DE SEGURIDAD LABORAL PARA QUE SE AUTORICE LA ENTRADA A LAS FACILIDADES DE LA AUTORIDAD.
- 3-LE ESTAREMOS ENVIANDO UN CORREO ELECTRÓNICO CON LA APROBACIÓN DE SU VISITA A NUESTROS PREDIOS, EL CUAL TENDRÁN QUE MOSTRARLO AL GUARDIA DE SEGURIDAD DE LA CENTRAL.
- 4- NO SE PERMITIRÁ ENTRADA A LA CENTRAL A SUPLIDORES QUE NO CUMPLAN CON ESTAS INSTRUCCIONES.

VALIDEZ DE LA PRUEBA DEL COVID:

1) SI EL REPRESENTANTE ES DE PUERTO RICO PODRÁ PRESENTAR EL NEGATIVO DE LA PRUEBA SEROLÓGICA, LA MOLECULAR O LA ANTÍGENOS (UNA DE LAS TRES), CON UNA

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9/28/21

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Scope of Work

VÁLIDEZ DE NO MÁS DE CINCO (5) DÍAS DE HABERS REALIZADO LA MISMA.

2) SI EL REPRESENTANTE LLEGA DE ESTADOS UNIDOS O DE FUERA DE TERRITORIO ESTADOUNIDENSE TENDRÁ QUE PRESENTAR LA PRUEBA MOLECULAR NEGATIVA CON UNA VÁLIDEZ DE NO MAR TRES (3) DÍAS DE HABERSE REALIZADO LA MISMA.

PARA INFORMACIÓN ADICIONAL: ANGELICA ROSARIO DÁVILA SUPERVISORA DE COMPRAS TELÉFONO: 521-4990 ANGELICA.ROSARIO@PREPA.COM

Malnat & Asociados, Inc.
VENTAY SCRVICTO DE EQUIPO INDUSTRIAL
P.O. BOX 3084
CATAÑO, P.R. 00963
(787) 630-7978, FAX (787) 287-4882

Terms and Conditions - Text

Facility		Standard	PH000001
Revision	004	Description	EQUAL OPPORTUNITY

EOUAL 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.

Facility		Standard	PH000002
Revision	005	Description	COMPLIANCE WITH
		<u> </u>	

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.

Facility		Standard	PH000004
Revision	005	Description	INFRINGEMENT
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P.O. BOX 3084
CATAÑO, P.R. 00963
(787) 630-7978, FAX (787) 287-4882

Terms and Conditions - Text

Facility		Standard	PH000004
Revision	005	Description	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 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.

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA
	1	•	SUBASTAS FORMALES

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÍ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIÓN TÉRMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRÁN SER DECLARADOS NO RESPONDIENTE.
- 3. GARANTÍA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTÍA DE LICITACIÓN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTÍA SERÁN RECHAZADAS.

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Terms and Conditions - Text

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA
		•	SUBASTAS FORMALES

- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGÍA ELÉCTRICA NO ACEPTARÁ PROPUESTAS POR FACCÍMIL O MEDIOS ELECTRÓNICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIÓN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGÚN PLAN DE PAGO; ESTO EN CASO DE ASÍ REQUERIRSE.

Facility		Standard	PH000033
Revision	009	Description	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.

* * *End of Request For Proposal* * *



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Return RFP To:

ANGELICA ROSARIO DAVILA PR ELECTRIC POWER AUTHORITY **PURCHASING DIVISION** PO BOX 364267 SAN JUAN, PR 00936-4267 AROSARIO16128@AEEPR.COM 787-521-4990 Phone

Vendor:

BULLETIN BOARD DIVISION DE SUMINISTROS SAN JUAN PR 00936

Work Location:

CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2 ZONA PORTUARIA PUERTO NUEVO, PR 00920

Title

SAN JUAN UNITS CONDENSER & CIRCULATION WATER PIPING COATING REHAB

Bid Details

Bid Value \$ 826, 6 40.00	Currency USD
Bid Pricing Method LUMP SUM	Not to Exceed?
Start Date 11/1/21	End Date

Signatures

Vendor Authorized Signature

RICERCO / SERNANCES

Printed Name/Title

Date Signed

197-630-79 78

Phone

Aŭthorized Signature

Angélica Rosario Dávila- Supervisora de Compras Printed Name/Title

22 de septiembre de 2021

787-521-4990

Date Signed

Phone



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Terms and Conditions - Text at End

Facility	Standard	Revision	S/P	Text	Title
	PH000001	004	S	Y	EQUAL OPPORTUNITY
	PH000002	005	S	Υ	COMPLIANCE WITH LAWS.
	PH000004	005	S	Y	INFRINGEMENT
	PH000009	019	S	Y	INSTRUCCIONES PARA SUBASTAS FORMALES
	PH000033	009	S	Υ	FORCE MAJEURE

Scope of Work

CR 249374

SUBASTA FORMAL RFP 003208

SAN JUAN UNIT5 CONDENSER & CIRCULATION WATER PIPING COATING REHAB

-SE INFORMA A LOS LICITADORES LO SIGUIENTE:

SE CONVOCA A REUNIÓN PRE-SUBASTAS COMPULASORIA EN LA FECHA AQUÍ ESTABLECIDA:

- FECHA: MARTES 28 DE SEPTIEMBRE DE 2021

- HORA: 10:00AM

- SALÓN DE CONFERENCIAS, CENTRAL SAN JUAN

Mainat & Asociados, Inc.

VENTAY SERVICIO DE EQUIPO INDUSTRIAL
P.O. BOX 3084
CATAÑO, P.R. 00963
(787) 630-7978, FAX (787) 287-4882

VER ANEJOS PARA ESPECIFICACIONES Y REQUISITOS DE ESTE PROCESO COMPETITIVO.

REQUISITOS DE VISITA A LOS PREDIOS DE LA AUTORIDAD:

-DEBIDO A LA SITUACIÓN IMPERANTE REFERENTE A LA PANDEMIA DEL COVID-19, LOS LICITADORES DEBERÁN UTILIZAR EL SIGUIENTE EQUIPO DE SEGURIDAD PERSONAL:

A. MASCARILLA

Page 2 of 6

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Due Date 9/28/21

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Scope of Work

B. CALZADO DE SEGURIDAD

C. CAPACETE

D. GAFAS DE SEGURIDAD



PERSONA QUE NO LLEVE DICHO EQUIPO, SE LE PROHIBIRÁ LA ENTRADA A LA CENTRAL.

- -SE PERMITIRÁ LA ASISTENCIA DE DOS PERSONAS POR COMPAÑÍA LAS CUALES DEBERÁN CUMPLIR CON LAS SIGUIENTES INSTRUCCIONES, SEGÚN ORDEN EJECUTIVA VIGENTE:
- 1-LA PERSONA EN REPRESENTACIÓN DE LA COMPAÑÍA QUE VAYA A PARTICIPAR DE ESTA REUNIÓN, TENDRÁ QUE PRESENTAR EVIDENCIA DE VACUNACIÓN COVID-19 COMPLETADA. DE NO ESTAR VACUNADO, SE ACEPTARÁ PRUEBA MOLECULAR NEGATIVA.
- 2-ESTOS DOCUMENTOS DEBERÁN SER ENVIADOS A LA SUPERVISORA DE COMPRAS, ANGÉLICA ROSARIO DÁVILA, POR CORREO ELECTRÓNICO, HASTA EL DÍA ANTES DE LA REUNIÓN A LAS 2:00PM. ESTOS RESULTADOS SE ENVIARÁN AL DEPARTAMENTO DE SEGURIDAD LABORAL PARA QUE SE AUTORICE LA ENTRADA A LAS FACILIDADES DE LA AUTORIDAD.
- 3-LE ESTAREMOS ENVIANDO UN CORREO ELECTRÓNICO CON LA APROBACIÓN DE SU VISITA A NUESTROS PREDIOS, EL CUAL TENDRÁN QUE MOSTRARLO AL GUARDIA DE SEGURIDAD DE LA CENTRAL.
- 4- NO SE PERMITIRÁ ENTRADA A LA CENTRAL A SUPLIDORES QUE NO CUMPLAN CON ESTAS INSTRUCCIONES.

VALIDEZ DE LA PRUEBA DEL COVID:

- 1) SI EL REPRESENTANTE ES DE PUERTO RICO PODRÁ PRESENTAR EL NEGATIVO DE LA PRUEBA SEROLÓGICA, LA MOLECULAR O LA ANTÍGENOS (UNA DE LAS TRES), CON UNA VÁLIDEZ DE NO MÁS DE CINCO (5) DÍAS DE HABERS REALIZADO LA MISMA.
- 2) SI EL REPRESENTANTE LLEGA DE ESTADOS UNIDOS O DE FUERA DE TERRITORIO

Page 3 of 6

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Due Date 9/28/21

Due Time 10:00 AM

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Scope of Work

ESTADOUNIDENSE TENDRÁ QUE PRESENTAR LA PRUEBA MOLECULAR NEGATIVA CON UNA VÁLIDEZ DE NO MAR TRES (3) DÍAS DE HABERSE REALIZADO LA MISMA.

PARA INFORMACIÓN ADICIONAL: ANGELICA ROSARIO DÁVILA SUPERVISORA DE COMPRAS TELÉFONO: 521-4990

ANGELICA.ROSARIO@PREPA.COM

Malnat & Asociados, Inc.
VENTAV SERVICIO DE EQUIPO INDUSTRIAL
P.O. BOX 3084
CATAÑO, P.R. 00963
(787) 630-7978, FAX (787) 287-4882

Terms and Conditions - Text

Facility	Standard	PH000001
Revision 004	Description	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.

Facility		Standard	PH000002
Revision (005	Description	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.

Facility		Standard	PH000004
Revision	005	Description	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

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Due Time

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9/22/21

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Terms and Conditions - Text

Facility		Standard	PH000004
Revision	005	Description	INFRINGEMENT

(including attorneys' fees and other expenses incident thereto) arising out of any infringement, or any alleged infringement, of any intellectual 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.

Facility	Standard	PH000009
Revision 019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÍ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIÓN TÉRMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRÁN SER DECLARADOS NO RESPONDIENTE.
- 3. GARANTÍA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTÍA DE LICITACIÓN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTÍA SERÁN RECHAZADAS.
- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGÍA ELÉCTRICA NO ACEPTARÁ PROPUESTAS POR FACCÍMIL O MEDIOS ELECTRONICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIÓN DEL

THIS IS NOT AN ORDER

RFP 00003208

Due Date

9/28/21

Due Time

10:00 AM

Printed

9/22/21 :

PUERTO RICO ELECTRIC POWER AUTHORITY

DRAFT COPY

Terms and Conditions - Text

Facility		Standard	PH000009
Revision	019	Description	INSTRUCCIONES PARA SUBASTAS FORMALES

DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGÚN PLAN DE PAGO; ESTO EN CASO DE ASÍ REQUERIRSE.

Facility		Standard	PH000033
Revision	009	Description	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.

^{* * *}End of Request For Proposal* * *

Annex 2

SECTION I
25 octubre , 2021
Puerto Rico Electric Power Authority San Juan, Puerto Rico
In compliance with your INVITATION TO BID for the rehabilitation of the exterior coating for the Condenser, Circulating Water Piping, and rehabilitation of the Debris Filter system at San Juan Unit 5, and having carefully examined and completely understood all of the Contract documents, the undersigned proposes to furnish all labor, equipment, and materials not provided by PREPA or Others, and to perform all work as detailed, indicated or described in said Contract documents, and subject to all conditions stipulated therein after the Note to Proceed (NTP) and finishing in cincuenta dias (50) (in words) calendar days for the LUMP SUM of
ochocientos veinte y seis mil selscientos cuarenta y cuatro (\$826,644,00) dollars. (in words)
• · · · · · · · · · · · · · · · · · · ·
Ricardo Hernandez Secretario Ricardo Hernandez Secretario Secretario
Secretario \Z\ Reg. #126.576

Malnat & Asociados, Inc. BIDDER



Requisition 249374		
San Juan Unit 5 Condenser and Circulating	Water	Piping
Exterior Coating Rehabilitation		

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Annex 2

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SECTION I-A

25	octubre,	2021

Contract Cost Breakdown (the sum of breakdown items (1) and (3) shall equal the TOTAL and the proposed Contract Lump Sum shown on Page 1 of the proposal):

1. Prices for the scope of work of the Contract:

Scope of work	COST
Exterior surface repairs as described in the Technical Specifications and Special Conditions for this project. (as specified in ANNEX 1)	\$510,069.00 (1)
Cost per square foot for surface repairs to areas not included in scope of work, to be performed as described in Section 10 of the Technical Specifications and Special Conditions for this project. (as specified in ANNEX 1)	\$ 250,00 (2)

Cotizar el 50% del área de los componentes, con la preparación de superficie y aplicación de recubrimiento cerámico anticorrosivo (Chesterton ARC 858-Epoxy Ceramic Reinforced Filler Lining) a 250 mils DFT, y el 100% del área con la preparación de superficie y aplicación del top coat Chesterton ARC S2 a 15 mils DFT. (según descrito en el Anejo 4)	\$ 316,575.00 (3)
Precio por pie cuadrado adicional y el pie cuadrado en crédito en caso de que no se requiera la totalidad de la superficie cotizada. (según descrito en el Anejo 4)	\$(4)

TOTAL =	\$826,644.00	[Sum of	items	(1)	+ ((3))]
		_					-

Note: All cost items will be part of the proposal evaluation.

Secretario

Malnat & Asociados, Inc.

BIDDER



Annex 2

San Juan Unit 5 Condenser and Circulating Water Piping Exterior Coating Rehabilitation

SECTION II

OUALIFICATIONS OF BIDDERS

1.	We hereby submit the following data rega	arding our qualifications:
	A. Permanent Place of Business	
	a) Street <u>Calle Colinas</u>	No. <u>21</u>
	b) <u>Urb. Santa Paula</u>	City Guaynabo PR
	c) Zip Code <u>00969</u> Telepho	one Number <u>787-630-7978</u>
	d) Cellular Electro	onic Mail <u>Ricardo@malnatpr.com</u>
	B. <u>Financial Statement</u>	
	a) Cash in bank or on hand	\$
	b) Total property value	\$1,630,160.65
	c) Other assets total value	\$112,300.00
	Total	\$\$
	d) Liabilities	\$341,720.00
	Net	\$
	Ricardo Hernandez	\$ 2,517,070.77 ASOCIADO W 2002 Reg. #126,576
	Secretario	\(\vec{\vec{\vec{\vec{\vec{\vec{\vec{
	Malnat & Asociados, Inc. BIDDER	OF BIDDERS (continued)
	QUALIFICATIONS O	OF BIDDERS (continued)

2. The following is a list of equipment I or we have available for use on this work:

ITEM NO.	QTY.	DESCRIPTION, SIZE CAPACITY, ETC.	CONDITION	YEARS OF SERVICES	PRESENT LOCATION
1	2 ea	Compresor de aire 375 cfm	Usado	12	Toa Alta
2	1 ea	Vagon Herraminetas	Usado	9	Toa Alta
3	1 ea	Camion plataforma	Usado	13	Guaynabo
d				1000	

Ricardo Hernandez	2003
Secretario	₹ 2002 Reg. #126,576
Malnat & Asociados, Inc.	PUERTORICO

BIDDER

3. The following is a list of additional equipment I or we intend to purchase or rent for use on the proposed work, should the contract be awarded to me or us:

ITEM NO.	QTY.	DESCRITPION, SIZE, CAPACITY, ETC.	APPROX. COST	DATE OF DELIVERY
		N/A		
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Ricardo Hernandez	2002 Z
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Malnat & Asocidos, Inc. BIDDER	PUERTO RICO

Requisition 249374
San Juan Unit 5 Condenser and Circulating Water Piping Exterior Coating Rehabilitation

4. The following is a list of similar contracts executed by me or us:

ITEM NO.	QTY.	TYPE OF WORK	CONTRACT PRICE	COMPLETION DATE
1	ea	Rehabilitacion cajas de agua ciclo	\$698,000.00	Octubre 2012
4.00		aguirre, AEE		
1	ea	Recubrimeito tanque combustible	\$135,000.00	Mayo 2014
***************************************		liviano Hidrogas Naguabo, AEE		
1	ea	Rehabilitacion pistones represa la	\$475,000.00	Junio 2019
		Plata, AAA		
	100			
			34	

Ricardo Hernandez	مسسم
Secretario	
Malnat & Asociados, Inc.	
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Annex 2

Requisition 249374 San Juan Unit 5 Condenser and Circulating Water Piping **Exterior Coating Rehabilitation**

QUALIFICATIONS OF BIDDERS (continued)

5. The following is a list of contracts on hand:

CONTRACT NUMBER	DESCRIPTION OF WORK	CONTRACT PRICE	% COMPLETED
1	Rehabilitacion Pistones	\$476,000.00	50 %
	Represa La Plata, AAA		
2	Instalacion verja eslabonada	\$166,809.00	5%
	central san juan, AEE		
3	Instalacion cubierta de metal	\$125,600.00	30%
	Esc. Agripina Ceda, Guanica		

Ricardo Hernan	dez	مست
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Malnat & Asocia	dos, Inc.	
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Annex 2

Requisition 249374 San Juan Unit 5 Condenser and Circulating Water Piping Exterior Coating Rehabilitation

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The work, if awarded to me	or us, wil	ll have th	ne persoi	nal super	vision o	f
	or us, wil	ll have th	ne persoi	nal super	vision o	f
Sr. Ricardo Hernandez	or us, wil	ll have th	ne persoi	-		f
Sr. Ricardo Hernandez	or us, wil	ll have th	ne persoi	-	vision o	f
Sr. Ricardo Hernandez	or us, wil	ll have th	ne persoi	-		f
Sr. Ricardo Hernandez						f
r. Ricardo Hernandez Ing. Larry Garcia						f
Sr. Ricardo Hernandez Ing. Larry Garcia Ricardo Hernandez		N. A.	ASO	CIADOS		f
Sr. Ricardo Hernandez Ing. Larry Garcia Ricardo Hernandez Secretario		N. A.	ASO	CIADOS		f
The work, if awarded to me of the work, if awarded to me of the second s		N. A.		CIADOS		f

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Annex 2

San Juan Unit 5 Condenser and Circulating Water Piping Exterior Coating Rehabilitation

8.	Construction Methods to be Used in the Work (Bidder to outline the principal methods and order of procedure to be employed in the work)
	El trabajo se estara realizando conforme a las especificaciones tecnicas, terminos y
	condicones segun se describe en el contrato
_	El personal que estara trabajando en el proyecto, cuenta con todas las certificaciones y cualificaciones necesarias para poder desarrollar todos los trabajos requeridos.
_	
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	(Use additional sheets if necessary and attach to back of this page)
	Ricardo Hernandez
	Secretario Malnat & Asociados, Inc. PIDDED Ricardo Hernandez ASOCIADOS Reg. #126,576
_	Malnat & Asociados, Inc.
	BIDDER \ \
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Annex 2

SECTION III

EXCEPTIONS CLAUSE

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	Secre	etario	_	SP	ASOCIA		
	Malnat & A	sociados, Inc.		WAL Re	2002 g. #12 6,576	1=	
	BIDD		-	Z Re	9. #126.576	NO	

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SECTION IV

ADDENDUM RECEIPT

The undersigned certifies that the following addenda to the Specifications have been received and are made a part of the contract documents:

Addendum 1	No.	Dated 10/05/2021
Addendum 2	No.	Dated 10/14/2021
Addendum	No.	Dated
Addendum	No.	Dated Dated Dated Part ASOC/ADOC 2002
Addendum	No.	
		PUERTORICO

Requisition 249374 San Juan Unit 5 Condenser and Cir	culating Water Piping	ļ	Page 12 of 13	Annex 2
Exterior Coating Rehabilitation Addendum	No.	Dated		
Addendum	No.	Dated		
Addendum	No.	Dated		
Ricardo Hernandez	Par			
Secretario		NA	SOCIADOS	
Malnat & Asociados BIDDER	s, Inc.	W Reg. ;	002 #126,576	
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San Juan Unit 5 Condenser and Circulating Water Piping Exterior Coating Rehabilitation

PROPOSAL (continued)

The undersigned,	1 77 1 . 79
	rdo Hernandez Jimenez e of Undersigned)
·	
on behalf of Malnat & .	Asociados, Inc. (Company's Name)
	(company 3 name)
submits the Proposal herein be	efore contained.
	Dated 25 octubre 2021
	This 25 day of <u>octubre</u> , 20 21
	Malnat & Asociados, Inc.
	(Company's Name)
	Ву:
•	(Signature of Company's Representative)
	Secretario
	Official Title of Person Signing
	PO Box 3084 Guaynabo PR 00963
	Company's Official Address
	Company's Social Security
Ricardo Hernandez	2002 Reg. #126,576
Secretario	
Malnat & Asociados, Inc. BIDDER	
	PUERTORICO

ESPECIFICACIONES TÉCNICAS

REHABILITACIÓN DE SEGMENTOS DE TUBERIA (DEBRIS Y COLECTORES DE BOLAS DE LIMPIEZA) EN LA ENTRADA Y SALIDA DEL CONDENSADOR UNIDAD 5, CENTRAL SAN JUAN

ALCANCE DE TRABAJOS MECANICOS

- A. El trabajo incluye proveer labor, supervisión, materiales, equipo, inspección y todo lo necesario para remover de los segmentos de tuberías (DEBRIS) del Condensador de la Unidad 5 lado sur que se encuentra en las facilidades de la Central Generatriz de San Juan.
- B. Diseñar y presentar plan de levantamiento de los segmentos de tuberías.
- C. Desacoplar tuberías, válvulas, actuadores y todo aditamento sujeto a los segmentos de tubos.
- D. Remover plataformas, parrillas, barandas y todo lo que impida remover los segmentos de tuberías.
- E. Remover todos los tornillos de las conexiones brida a brida y brida a junta de expansión. Todos los tornillos serán 193B7 y las tuercas 2H.
- F. Reacondicionar platinas de juntas de expansión de la conexión del asunto (adjunto especificación del recubrimiento).
- G. Remover y transportar los segmentos de tubería a taller o área asignada por PREPA
- H. Reacondicionar superficie de todas las bridas para garantizar sello.
- I. Desarmar partes internas del de los segmentos de tuberías (DEBRIS) y colector de bolas.
- J. Suplir e instalar sellos mecánicos nuevos (2) en los ejes de actuadores, iguales a los que tiene actualmente (Chesterton Split mechanical seal Style 442-16).
- K. Transportar e Instalar todos los aditamentos internos y externos.
- L. Instalar los segmentos de tubos con su mecanismo interno.
- M. Instalar tuberías, válvulas, actuadores y todo aditamento sujeto a los segmentos de tubos,
- N. Instalar plataformas, parrillas, barandas y todo lo que impida remover los segmentos de tuberías.
- O. Instalar todos los tornillos de las conexiones brida a brida y brida a junta de expansión. Todos los tornillos serán 193B7 y las tuercas 2H.

ALCANCE DEL TRABAJOS - COATING

- A. El trabajo incluye proveer labor, supervisión, materiales, equipo, inspección y todo lo necesario para la instalación y aceptación por parte de la AEE para el mantenimiento del sistema de recubrimiento anticorrosivo que actualmente tiene el interior de los segmentos de tuberías (DEBRIS) del Condensador de la Unidad 6 que se encuentra en las facilidades de la Central Generatriz de San Juan.
- B. El alcance del trabajo en el interior de los segmentos de tuberías (DEBRIS) incluye un lavado preliminar con maquina a presión a 4000 psi mínimo (Low pressure water cleaning LP WC), a fin de realizar una Inspección visual de cada uno de los componentes para identificar áreas que pudieran tener daños y comprometer la integridad del coating existente. Esta inspección será realizada por el gerente del proyecto por parte de la AEE.
- C. El QC del contratista (Inspector NACE level II) realizará un barrido de espesores según la guía SSPC-PA2, a fin de tener la data requerida para luego realizar al 100% del área, la prueba de Low voltage Holiday test al coating existente para detectar cualquier pinhole que necesite ser preparado.
- D. El alcance incluye cotizar el 50% del área de los componentes, con la preparación de superficie y aplicación de recubrimiento cerámico anticorrosivo (Chesterton ARC 858-Epoxy Ceramic Reinforced Filler Lining) a 250 mils DFT, y el 100% del área con la preparación de superficie y aplicación del top coat Chesterton ARC S2 a 15 mils DFT. Además, se debe incluir el precio por pie cuadrado adicional y el pie cuadrado en crédito en caso de que no se requiera la totalidad de la superficie cotizada. Todos los precios serán evaluados como parte del proceso competitivo.
- E. Al área de reparación se le eliminará todo el material de recubrimiento mal adherido y el perímetro del área que muestra material con adherencia satisfactoria, se demarcará con tape y los bordes tendrán una transición cónica (feathering) y con una preparación de superficie NACE 4 / SSPC-SP7 Brush-off blast Cleaning para adherencia con el nuevo material de coating.
- F. El grado de la preparación de la superficie para el sustrato de las áreas a reparar será NACE 1/ SSPC-SP5 White Metal Blast Cleaning con perfil de anclaje angular de 3-5 mils. Seguido de una limpieza con solvente (alcohol 98%) según SSPC-SP1 para luego aplicar el material ARC 858 el cual debe extenderse desde el sustrato metalico hasta la transición cónica del recubrimiento existente para cada recubrimiento aplicado para la reparación. Nota: Si fuera necesario, previo a la preparación SSPC-SP5 realizar en combinación las preparaciones de superficie al grado SSPC-SP2 & SSPC-SP3.

Luego de hacer todas las reparaciones pertinentes con el producto Chesterton ARC858 y de haber transcurrido el tiempo de curado a "full load" según el SDS del producto, se procederá a preparar el 100% de lá superficie interior con un NACE 4/ SSPC-SP7 Brush-off blast cleaning con una rugosidad a un perfil angular de entre 3-5 mils, seguido de una limpieza con solvente (Solvent cleaning SSPC-SP1) con alcohol 98%, para luego aplicar el top coat Chesterton ARC S2 a un espesor seco de 15 mils (DFT).

G. Dibujos / Layouts / As-Builts:

Se deberán realizar dibujos, "layouts & As-Builts" & donde se identifiquen y se pueda relacionar con la estructura todas las pruebas tomadas durante el (QC) control de calidad y el (QA) aseguramiento de la calidad de todo el proyecto. Todo dibujo deberá ser sometido para la evaluación y aprobación correspondiente.

GENERALES

- A. Se proveerá un inspector certificado por "NACE" (National Association of Corrosion Engineers) NIVEL 2 como mínimo, para estar a cargo del control de calidad. Los reportes generados por el inspector "NACE" serán entregados al Departamento de Extensión de Vida Útil con copia al Ingeniero o Gerente de Construcción a cargo del proyecto por parte de la AEE. Los reportes deberán incluir fotos a color de todas las etapas del proyecto. El Inspector NACE nivel 2 estará presente en todas las etapas del proyecto. El inspector deberá realizar el control de calidad de acuerdo con el "NACE Coating Inspector's Condensed Logbook".
- B. Antes de la movilización se someterá al Gerente de Construcción el Plan de Trabajo específico, que cubrirá las actividades necesarias y las fechas programadas para el recibo de los materiales requeridos para completar el proyecto. El mismo estará sujeto a la aprobación de Gerente de Construcción.
- C. Todo trabajo descrito en estas especificaciones será realizado por personal experimentado y de acuerdo con las prácticas recomendadas de:
 - 1. NACE "National Association of Corrosion Engineers"
 - 2. SSPC "The Society of Protective Coatings"
 - 3. ISO "International Organization for Standardization"
 - 4. EPA
 - 5. OSHA
 - 6. Agencias locales y estatales con jurisdicción
- D. Se coordinará con el Gerente de Construcción el uso de electricidad o agua de la Central, necesarios para la realización del trabajo. Cualquier equipo necesario para llevar estos servicios al área de trabajo son responsabilidad y a costo del contratista.
- E. Se coordinará con el Jefe de Operaciones de la Central Generatriz y con el Gerente de Construcción, el itinerario de trabajo a seguir para completar el trabajo especificado. Los trabajos no pueden confligir con la operación normal de la Central y los proyectos en curso que se estén realizando en la Central, por lo que el contratista deberá considerar esto en su oferta.
- F. Se proveerá, mantendrá y manejará todo el equipo necesario para realizar el trabajo, de acuerdo con lo establecido por los códigos y reglamentos locales y estatales. El personal que opere estos equipos debe estar debidamente certificado. El contratista presentará las certificaciones de los operadores antes de movilizarse.
- G. Se proveerá facilidades sanitarias temporales para el personal y subcontratistas. Estas cumplirán con el reglamento en vigor del Departamento de Salud y con los requisitos de OSHA.
- H. Los productos químicos por usarse son aprobados por la AEE.

I. Se designará una persona competente (en cumplimiento con las normas de OSHA) responsable por parte de su organización en el lugar del proyecto, quien estará a cargo de la implantación del Programa de Seguridad, de la prevención de accidentes y de la coordinación de los aspectos de seguridad del proyecto con el Oficial de Seguridad designado por la AEE. Se someterá a la AEE para evaluación el plan de salud y seguridad específico para el proyecto.

ENTREGA, MANEJO Y ALMACENAMIENTO

Los productos se entregarán en el proyecto, propiamente identificados con toda la información necesaria para su identificación. Se incluirán los MSDS o SDS de los materiales.

PRODUCTOS

- A. Todo producto por utilizarse en el proyecto estará aprobado por la AEE antes de entrar a los predios de esta.
- B. Se establecerá con la AEE un programa de control de calidad. Todos los documentos serán certificados por el personal responsable del QC y entregados a la AEE Las pruebas se tomarán en presencia del ingeniero de la AEE.
- C. Todos los instrumentos de inspección estarán calibrados y serán manejados por personal debidamente certificado para el propósito de la inspección a realizar.
- D. Para las pruebas de sales y contaminantes no visibles, se deberá utilizar el equipo Elcometer 130 SSP.

El programa incluirá como mínimo las siguientes pruebas:

- a. Prueba de contaminantes no visibles en la superficie (sales/iones)-SSPC Guide15/Método: A2
- E. Se realizarán las pruebas antes de cada aplicación. Las superficies con las siguientes concentraciones se considerarán como contaminadas:

Cloruro > 5 ppm (µg/cm2) Nitrato > 10 ppm (µg/cm2) Sulfato > 10 ppm (µg/cm2)

En el caso de contaminación en la superficie se utilizará lavado con agua a alta presión con mínima de (4,000psi) con solución de CHLOR*RID®. La razón de dilución o (mezcla) con agua será de 1:25, la aplicación se realizará siguiendo las especificaciones del manufacturero. La prueba será realizada cada 10 pies cuadrados y entre cada capa de recubrimiento.

- F. Corroborar el perfil de anclaje cada 5 pies cuadrados y en cada "spot" de área de superficie preparada al grado de NACE 1/ SSPC-SP5 White Metal Blast Cleaning. El perfil de rugosidad de la superficie será revisado según el estándar de ASTM D 4417-B & ASTM D 4417-C. Para esta prueba se deberá utilizar el Micrómetro & testex tape (Replica tape) y el Equipo DeFelsko Positector electrónico.
- G. Prueba de partículas contaminantes (Dust Tape Test Kit) ISO 8502-3/ se deberá utilizar el "Elcometer 142".

- H. Si han transcurrido más de 24 horas entre la preparación de la superficie y la aplicación de pintura, será compulsorio limpiar la misma nuevamente.
- Previo a la aplicación de cada capa de pintura se realizará una limpieza (SSPC-SP1) con Alcohol 98%.
- J. Verificar condiciones ambientales:

Temperatura aire (ambiente)
Temperatura superficie (substrato)
Humedad relativa
Punto de rocio "Dew point"

- K. Razón de mezcla de las partes de las pinturas, tiempo de mezcla y tiempo de reposo.
- Se verificará los espesores húmedos, y se producirá documentación donde se relacione esta data con la localización en la estructura.
- M. Se verificará los espesores secos y se producirá documentación "Lay Outs /Mappings" dónde se relacione esta data con localización en la estructura. Esta prueba se realizará siguiendo el estándar de SSPC-PA2. Se tomará como criterio de aceptación el espesor mínimo de las especificaciones del proyecto y no el método del estándar. El área de las pruebas será cada (1pc) un pie cuadrado y las zonas reparadas y/o rehabilitadas. La prueba se realizará en cada una de las capas del sistema especificado. *Se utilizará el equipo DéFelsko Positector 6000 Advanced Body with FN Probe. *Se verificará la calibración del equipo en el proyecto utilizará do los estándares de calibración "DeFelsko". Los Reportes entregará en el formato del programa DeFelsko PosiSoft Software Data-Reporting. Se incluirán las gráficas e Histogramas del Posisoft Software.
- N. Prueba de Adhesión: La prueba será realizada por el inspector NACE Nivel 2. Las áreas serán seleccionadas por la AEE. Se proveerá todo lo necesario (equipos, materiales, labor, etc.) para realizar las pruebas y reparar las áreas afectadas por las pruebas. El Equipo deberá ser el DeFelsko PosiTest® AT-M.
- O. El inspector NACE Nivel 2 realizará las pruebas de discontinuidad del recubrimiento (Low Voltage Holiday Test) al 100% de las superficies reparadas y/o rehabilitadas, siguiendo los estándares de NACE SP 0188-2006 y del manufacturero del producto. El equipo a utilizar será Elcometer 270. Las pruebas serán realizadas en presencia del inspector de la AEE.

PINTURA

Los productos utilizados para la capa de base, capa intermedia, "spot primer", "stripe coat" y capa final serán del mismo fabricante. *Esto incluye el solvente (Thinner).

NOTA: No se diluye la pintura con thinner.

SISTEMA DE PINTURA PARA SUPERFICIE INTERIOR

Product Description	Coat Type	Vs min. %	DFTmin./ mils.	Coat Spec's
Chesterton ARC 858	Filler-areas to repair	100	250.0	Note B*
Chesterton ARC \$2	Stripe Coat	100	5.0	Note A*
Chesterton ARC S2	Full Coat	100	10.0	Note A*
TOTAL DI	RY FILM THICKNES	S	265.0	MILS

Products shall be complied with ISO 12944 Standard. (dft)= Dry Film Thickness Notes: Surface Preparation NACE No.1 / SSPC-SP5 for exposed metal substrate to be rebuilt or repair

*A- Full Coat (over ARC 858): Ceramic-Reinforced Lining System: Epoxy Resin, 100% Solids- Solvent Free, two component cured lining system. With Advanced Ceramic Reinforcements. Excellent resistance for chemical attack, Erosion, Abrasion and corrosion protection.

*B- Repair Area: EPOXY CERAMIC COMPOSITE for (Pittings, Discontinuities, loss of substrate-base material)

PRELIMINAR

Se examinará el substrato y las condiciones bajo las cuales se realizará el trabajo, para verificar que se cumpla con los requerimientos de aplicación del recubrimiento. No se comenzará a aplicar el recubrimiento hasta que las condiciones no aceptables sean corregidas y aceptada por el representante de PREPA.

NOTA:

Las áreas de los tubos con reducción de espesor por corrosión hasta 4 pies cuadrados que sobrepasen un 50 % del espesor nominal y o perforaciones, serán reparadas. El área comprometida será remplazada con parcho insertado con medida mínima de 6 pulgadas de diametro, este será soldado con penetración completa y soldadura trasera (back Weld). Se realizarán pruebas de Líquidos Penetrantes (PT) por personal certificado por ASNT NDT Level III, PT and Recommended Practice No. SNT-TC-1A. El plan y procedimiento de reparación será preparado por un Inspector de Soldadura Certificado (CWI). El CWI cumplirá con los requisitos de American Welding Society, AWS QC1. El CWI tiene que Inspeccionar las etapas de preparación de la unión, aplicación de soldadura e inspección final. Antes de comenzar las reparaciones se someterá a PREPA para evaluación los siguientes documentos:

Welding Procedure Specification (WPS)
Procedure Qualification Record (PQR)
Welder Performance Qualification (WPQ)

PREPARACIÓN DE SUPERFICIE INTERIOR

Antes de la aplicación de la pintura todas las superficies serán preparadas con las siguientes condiciones:

- A. Preparación de Superficie: SSPC-SP1, lavado con agua a alta presión a (4,000 psi) mínima, utilizando equipo de boquilla rotativa rotating nozzle" para remover todo el material suelto. A todas las superficies se le aplicará un removedor de aceites y grasas, igual o aprobado igual al "PPG- PREP 88 Cleaner", que será removido con el procedimiento de lavado con agua a alta presión. Luego de este procedimiento se realizará un lavado con agua a alta presión a (4,000psi) mínima, con solución de ChloRid, para remover contaminantes, *No se aceptarán productos sustitutos para el ChloRid. Previo a la preparación NACE No.1 se deberá realizar en combinación las preparaciones de superficie al grado SSPC-SP1, SSPC-SP2 & SSPC-SP3.
- B. Una vez finalizado el procedimiento de la limpieza con agua a alta presión se realizará una limpieza al grado de (NACE No.1 / SSPC-SP5) White Metal Blast Cleaning, será mandatorio utilizar en conjunto ambos sistemas en todas las superficies. La preparación de superficie obtenida será revisada utilizando las guías y referencias fotográficas para aceros preparados por medio de sistemas abrasivos en seco (SSPC-VIS 1). La razón de dilución o (mezcla) con agua para el PPG-PREP 88 será de 1:2, (1) parte del concentrado del PREP 88 y (2) partes de agua. La aplicación se realizará siguiendo las especificaciones del manufacturero.

PERFIL DE ANCLAJE

El mínimo perfil de anclaje en la superficie será entre 3.0 @ 5.0 mils (milésimas de pulgada) con rugosidad Angular. El perfil de rugosidad de la superficie será revisado según el estándar de ASTM D 4417-B & ASTM D 4417-C Para esta prueba se deberá utilizar el Micrometro, testex (Replica Tape) y el Equipo DeFetsko Positector digital electrónico. Corroborar el perfil de anclaje cada 5 pies cuadrados y en cada "spot" de área de superficie preparada al grado de NACE No.1 / White Metal Blast Cleaning. Producir documentación dónde se relacione esta data con localización en la estructura.

SOBRE RECUBRIMIENTO EN EL ÁREA INTERIOR

De exceder el tiempo máximo permitido de sobre recubrimiento (overcoating interval & overcoat window) del producto, será compulsorio realizar la preparación de superficie al grado de NACE No.4 / SSPC-SP7 "Brush-Off Blast Cleaning" con perfil de anclaje mínimo de 2.0-5.0mils, previo a la aplicación de las siguientes capas a el 100% de la superficie. Luego se realizará una limpieza de la superficie al grado de SSPC-SP1, lavado con agua a alta presión a (4,000 psi) mínima, seguido por una limpieza con alcohol 98% a toda la superficie. Se deberá realizar la prueba de contaminantes a la superficie siguiendo las especificaciones técnicas.

APLICACIÓN

A. Se aplicará la pintura de acuerdo con las direcciones del fabricante en la hoja de data técnica y al estándar SSPC-PA1. Utilizar técnicas y equipos adecuados para el substrato y el tipo de material a ser aplicado. La pintura será aplicada mediante el método de Rolo & "Trowel". *Se utilizará Microfiber Roller para el Epoxy-Ceramic Lining & Trowel para el ARC 858 filler epoxy. *El uso de brocha se permitirá en las áreas inaccesibles para la aplicación por medio de Rolo y áreas de stripe coat. *El rolo o brocha a utilizar no podrá liberar particulado que produzca discontinuidad en el recubrimiento aplicado, el mismo deberá ser sometido para la evaluación.

- B. No se pintará sobre superficies sucias, mohosas, grasa, aceite, humedad, laminaciones, etc.
- C. Se removerá toda salpicadura de sóldadura, escoria remanente, etc., previo a la preparación de la superficie especificada por medio de (sand blasting).
- D. El espesor de la película requerido será el mismo independientemente del método de aplicación. No se aplicarán capas subsiguientes hasta que la capa previa se haya curado tal como indique la literatura del fabricante.
 - No se aplicará Chesterton ARC S2 sobre superficies que excedan los 90F de Temperatura,
 - No se aplicará Chesterton ARC 858 sobre superficies que excedan los 90F de Temperatura.
- E. Stripe Coat: Esta aplicación se realizará en cumplimiento con el estándar SSPC-PA Guide11.
- F. El Acabado final deberá presentar uniformidad en el color.

GARANTIA

 Se ofrecerá garantía de 5 años en conjunto con el manufacturero del producto y por la labor del contratista en el sistema de recubrimiento, la misma tendrá términos y condiciones.

TIEMPO DE ENTREGA Y PENALIDAD POR RETRASO

El tiempo de entrega será de 20 días consecutivos, a partir de la fecha de ser movilizados por la AEE.

TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS

SAN JUAN UNIT 5 CONDENSER AND CIRCULATING WATER PIPING EXTERIOR COATING REHABILITATION

Project TS-M15-21

Section 1. The Requirements

A. The Contractor is required to furnish all work, labor, materials, tools, products, equipment, cranes, enclosures, inspection, supervision, engineering, all necessary services, job administration and superintendence required for the rehabilitation and refurbishment of Unit 5 Condenser and Circulating Water Piping Exterior Coating at San Juan Power Plant. The work shall be conducted according with this specification and to all applicable laws, regulations and decrees, as directed by the Contracting Officer; and as described in Section 2, Scope of Work, to the entire satisfaction of PREPA's representative. Any cost related to permits application, fines, penalties, taxes, etc., required by any municipal, state or federal agency for the scope of work shall be the responsibility of the Contractor.

The word "Contracting Officer" shall mean the Executive Director of PREPA, acting directly or through his properly authorized representatives.

- B. Prior to submitting a proposal, the Contractor shall visit the site for an inspection and learn by himself with the aid of PREPA's personnel, about the details of the scope of work and about local conditions which might affect his work.
- C. It shall be responsibility of the Contractor to verify and check all dimensions and drawings given, and to report any error to the Engineer in writing.
 - The word "engineer" shall mean the Head of Engineering and Power Plants Technical Services Division of PREPA, acting directly or through his properly authorized representatives.
- D. All products to be used by the Contractor for this project shall be approved by PREPA before entering the premises of the same.
- E. It is required to quote with the products specified by PREPA. **Proposals that do not comply with this requirement shall be rejected and considered Non-responsive.**
- The Contractor may submit alternate products for evaluation if technical information and SDS's are included. Alternate products must be submitted for evaluation (5) five consecutive days maximum after order award. Alternate products submitted after this date will not be accepted. If necessary PREPA will request "samples and test panels" and will perform a Coating Survey to the alternate products. Costs related to the Coating Survey, samples and test panels will be completely covered by the Contractor. No additional time shall be granted in the project for the mentioned survey.

NOTE: Specific products and materials mentioned in these technical specifications can be substituted by approved equal products or materials. Once the contract is granted, the Contractor shall submit satisfactory evidence of before mentioned

products or material properties to PREPA for verification and approval, if planning to use alternate products. In the case of paints and coatings the alternate product must comply but is not limited to the following conditions:

- > Equal physical and chemical composition, including additives like anticorrosive pigments, fibers, etc.
- > Equal or higher content of solids per volume.
- > Similar curing capacity.
- > Equal or greater adhesion capacity under the same ASTM standard test conditions.
- ➤ Equal ISO 12944-2 and NORSOK M501standard classification for the system.
- > Equal or greater abrasion resistance capacity under the same ASTM standard test conditions.
- > Equal or greater temperature range under dry or immerse conditions.
- Equal or greater range of application surface temperature.
- > Equal or greater moisture resistance capacity under the same ASTM standard test conditions.
- > Equal or greater impact resistance capacity under the same ASTM standard test conditions.
- > Equal or higher content of ceramic reinforcement. Including ceramic shape.
- ➤ Equal or greater capacity in ASTM G8 Test "Cathodic Disbondment Test" for not less than 60 days.
- ➤ Equal or greater capacity in ASTM C868 Test "Test Corrocell @ 110 °F-exposed to demineralized water for a minimum period of 6 months. Final Test Results Show No Blisters.
- G. All work performed under this Specifications shall be done in a safe and workmanlike manner and in strict conformance with all local and federal laws, rules, regulations, decrees and ordinances, etc., of government agencies having jurisdiction over the nature of the work involved and including the American Welding Society (A.W.S.), National Electrical Manufacturers Association (N.E.M.A.), National Electric Code, American National Standards Institute (ANSI), the American Society of Mechanical Engineers (ASME), the Environmental Protection Agency (EPA), the National Coast Guard, the Environmental Quality Board (EQB), US Fish and Wildlife Service, the Occupational Safety and Health Administration (OSHA) requirements and the latest edition of all other applicable codes and standards.
- H. The work area shall be kept in a clean and orderly condition. The Contractor shall, from time to time, as directed by the Engineer, and upon completion of the work, remove from PREPA's property and from all public and private property all temporary structures no longer required, rubbish, and waste materials resulting from his contract work in strict compliance with local and federal environmental laws and regulations. In the event of his failure to do so the same may be removed by PREPA at the Contractor's expense.

Unused material and/or parts shall be returned to the Plant Warehouse coordinated with the Engineer and the Plant's Head of Maintenance Manager.

- I. The Contractor is responsible to provide adequate guard surveillance of the work areas during the non-working periods.
- J. The Contractor shall develop a schedule of the activities to be performed pertinent to the work of the Contract and shall submit such schedule to PREPA for approval by the Engineer.
- K. All work on a particular unit shall be carried out on a continuous schedule following the commencement date specified by PREPA and the proposed work schedule submitted by the Contractor and accepted by PREPA.
- L. The Contractor shall provide an organization chart showing the supervisory personnel who will be involved in the Project.
- M. The Contractor shall furnish the Engineer weekly summary reports of the various divisions of the work under the Contract stating the existing status, rate of progress, estimated time of completion and cause of delays and environmental and personnel accidents if any occurred.
- N. The Contractor shall submit a written final report within four (4) weeks after completion of all work. It shall include the following topics:
 - Table of contents
 - Executive summary
 - Conditions found
 - Scope of work performed
 - Project schedule
 - Coating daily Inspection Reports, Layouts, mapping, all Drawings in (Auto Cad formatprogram), etc.
 - Specifications of coating inspection equipment, tests and data recorded.
 - NACE Certified Coating Inspector name, certificate number and signature.
 - All data, drawings and photographs showing all project stages.
 - Design, drawings, lay-outs, diagrams, cathodic protection (CP) installation instructions, Anodes and Reference Cells Assembly, Equipment and Material Descriptions, Piping Diagrams, Electrical Diagrams and all the necessary changes for compatibility and the correct operation of the Cathodic Protection System.
- O. The Contractor shall mark out the limits around the units under contract, and any other work designated location, in the way approved by PREPA's Project Manager so as to isolate and identify the work area from the other units in operation. The Contractor's personnel must be advised to stay between these limits.
- P. The Contractor employees assigned to the project shall use, at all times, the personal protection and security equipment, including the respirator if contaminants are above the permissible limit, or depending on the air sample analysis.

Section 2. Scope of Work

- A. The general scope and full extent of the tasks required under this Contract for the Condenser and Circulating Water Piping Exterior Coating Rehabilitation at San Juan Combined Cycle Unit 5 shall be performed as specified in:
 - Contract
 - 2. Contractors Proposal
 - 3. as described in Technical Specifications and Special Conditions
- B. The Contractor shall furnish all work, labor, materials, tools, equipment, facilities, cranes, enclosures, inspection, supervision, all necessary services, job administration, superintendence, required for the Project Scope of Work in strict accordance with this Technical Specifications, including the Special Conditions.
 - The Contractor shall provide all necessaries cranes, operators, rigging materials, tools, platforms and transportation at all times and during all project stages.
- C. These specifications detail the technical and quality assurance requirements for the exterior surface preparation, coating application and refurbishment of San Juan Unit 5 condenser, circulating water piping and related equipment.
- D. The Contractor shall be solely responsible for expediting the delivery of all material and equipment needed for this Project so that work scope progress remains according to the Project Schedule.
- E. The Project Schedule shall be revised weekly and updated if any deviation from it. Any change in the schedule shall be approved by the ENGINEER.
- F. The work shall include, but is not limited to the following:
 - The rehabilitation, repairs, rebuilt, surface preparation and coating application to <u>all</u> exterior surfaces of the Condenser bottom, condenser support springs, beams and columns, circulation water piping (inlet flow piping under floor grating up to inlet isolating valves, inlet debris filter components, outlet flow piping from ball strainer top flange down to expansion joint flange before discharge valves), condensate pumps suction piping and base, all parts and components, attachments, covers and appurtenances. Most components are located below elevation -5' (approx.). View ANNEX 3 for reference. Includes but is not limited to: manholes, vents, nozzles, flanges, saddles, reinforcing plates, manhole covers, manhole pads, pipes, piping supports, cylinder gland boss, angles, caps, spotface for nuts, ribs, stiffeners, fittings, flange holes, etc. All in accordance with these technical specifications.
 - <u>Drill all the threads (Tapped Holes)</u> including but not limited to spotfaces, gauge glass, threaded fittings, nozzles, couplings, In/Out exterior water boxes support, stuffing box packing gland stud bolts, all studs in flanges, all tapped holes, cylinder support pads, vents, and cathodic protection anodes & reference cells to waterbox

threaded connections shall be refurbished, repaired and rehabilitated to its original condition before coating application. Any part of the bolt, stud or material remaining in the threads shall be removed. Contractor shall Drill and Tap new holes.

3. Remove all components adhered to the surface of the water boxes, including but not limited to angle bars, unistrut, flat bars, rods, pipes, plates and all Cathodic Protection anodes and components before surface preparation and coating application.

Section 3. To be Furnished by Contractor

- A. All labor forces and supervision, job administration and superintendence personnel required, as requested by PREPA.
- B. Necessary tools and equipment to perform the work such as hoists, drills, grinders, air tuggers, fork lifts, cranes, chain falls, hydraulic and pneumatic jacks, welding machines and equipment, ladders, scaffolds, air compressors, tubes expansion and cutting machines, etc.
- C. All materials and spare parts for the equipment purchased by the Contractor at PREPA's request, in mutual agreement.
- D. Adequate and proper identification of Contractor's personnel.
- E. The Contractor shall furnish materials and accessories, and expendable materials like cleaning agents, solvents, thread and gasket compounds, greases, wiping cloths, blasting materials, welding rod, drinking cups, ice, paper towels, toilet paper, etc.
- F. Adequate field facilities and surveillance to keep safe all materials, tools, equipment and spares.
- G. All other resources or activities needed for performing the job, not furnished by PREPA, according to the Section 2 Scope of Work, above.
- H. Transportation of components to and from shop. The Contractor shall supply the truck tractor and flat bed. These shall comply with all DOT regulations.
- I. Fabrication and delivery of parts that were broken beyond repair, and of which there are no replacement spare parts.
- J. Cleaning and painting equipment and materials required for painting equipment components and others.
- K. All materials required for electrical and mechanical installation from Plant load centers to the system or facilities pipe connection to the unit condensers.
- L. Dressing up facilities for Contractor's personnel.

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- M. Field office facilities for Contractor's personnel.
- N. All other resources or activities needed for performing the job, not furnished by PREPA, according to the scope of work.

Section 4. To be furnished by PREPA

- A. Utilities. (Water; electricity 120/240 volts single phase for tools and construction work, 480 volts, three (3) phase for equipment.)
- B. Drawings of related equipment, as availability permits:
- A supervisor for local inspection and management of project.

Section 5. <u>Codes, Standards and Personnel Requirements</u>

- A. All work performed under this technical specification shall be done in a safe and workmanlike manner and in strict accordance with all rules, regulations and ordinances, etc., of government agencies having jurisdiction over the class of work involved; and including but not limited to the applicable codes, standards and procedures of the following organizations:
 - American Society of mechanical Engineers (ASME).
 - National Fire Protection Association (NFPA)
 - American Society of Nondestructive Testing (ASNT)
 - U S Environmental Protection Agency (EPA)
 - Puerto Rico Environmental Quality Board (EQB)
 - Occupational Safety and Health Administration (OSHA)
 - National Board Inspection Code (NBIC)
 - National Association of Corrosion Engineers (NACE)
 - American Standard Testing Material (ASTM)
 - American Welding Society (AWS)
 - College of Engineers and Land Surveyors of Puerto Rico (CIAPR)
 - Department of Transportation of Puerto Rico (DOT)
 - American National Standards Institute (ANSI)
 - Society of Protective Coatings (SSPC)
 - International Organization for Standardization (ISO)

Note: The abovementioned codes and standards or elsewhere in the mutual covenants between the parties, shall in no way limit the Contractor's responsibility to comply with all the Federal and Local rules, ordinances and regulations and the latest edition of all other applicable codes and standards that are generally recognized to be applicable to the work specified herein. If conflicts and differences appeared between codes and standards, the most stringent will apply.

B. All work performed under this Specifications by the Contractor shall be done in strict obedience to all applicable codes and standards, and to the latest best practices in the industry. It is not the intent of PREPA to specify all technical requirements or to set forth those requirements adequately covered by applicable codes and standards. The Contractor shall perform all work under this Specifications meeting the requirements herein and industry standards. The Contractor shall exceed the requirements of the specification if it is the result of more conservative or improved design. It will be the obligation of the Contractor to previously notify PREPA of such instances.

- All welding performed for the Scope of Work of this Project shall be in accordance with C. qualified ASME Boiler and Pressure Vessel Code, section IX welding procedures and ANSI B31.1 (as amended), Para. 127. All welders engaged in work under the scope of this Project shall be qualified in accordance with the test requirements of ASME Boiler and Pressure Vessel Code, Section IX, welding and brazing qualifications. Roots passes in piping shall be made by the GTAW (Gas Tungsten Arc Welding) process. The balance of the welds may then be completed by the use of coated electrodes - shield metal arc welding (SMAW) -. Backing rings are not allowed. Preheat and post-heat treatments shall be in accordance with ANSI B31.1, Sections 131 and 132, latest addenda. Structural steel welding shall be performed by the SMAW method. Preparation of the welds and weld design shall be according to ANSI B 31.1, Section 127. The Contractor shall impose on each of his sub-suppliers/sub-Contractors (If any) the complete requirements of the Technical Specifications for this Project. The Contractor shall be responsible to see that the sub-suppliers/sub-Contractors are completely aware of all these requirements and those they abide thereby.
- D. The Project shall be executed by qualified personnel with experience and duly recognized in the industry for this type of work (coating rehabilitation for structures exposed to seawater or severe environments). The Contractor personnel shall have evidence of in force certification and qualification to perform the work required under these specifications. PREPA request that the above mentioned evidence comply, but is not limited to the following documentation:
 - Welders Qualifications
 - Riggers Certifications
 - NACE Certified Coating Inspector (level 2 minimum)
 - Furthermore, any other personnel's certification, qualification and documents deemed necessary for qualified inspections requested under this specification shall be in compliance with the applicable standards, codes and regulations provided above.
- E. Evidence satisfactory to PREPA to the effect that the company or their represented have satisfactorily performed past repairs as covered by the scope of work. In addition, site location, scope of work, name and phone number of contacts of qualifying past works shall be submitted for evaluation.
- F. For Surface Preparation and Coating Application:
 - Bidders shall provide evidence about their capacity and experience in the
 rehabilitation, and refurbishment of epoxy coatings for equipment exposed to sea
 water or severe environments (as the steam surface condenser, including components
 such as pipes, nozzles, transition pieces, gates, manholes, fitting nozzles, etc.) using
 anti corrosive linings and coatings systems with epoxy reinforced composite materials.
 In addition, shall have applied anti corrosive epoxy lining systems. Provide name of

- the client company, contact person information, complete summary of the projects, specific materials used and photos for evaluation by PREPA on similar projects.
- The coating application procedures shall be explicit with regard as to how the requirements of this technical specification will be implemented, addressing the equipment to be used, and the frequency and acceptance critéria associated with the quality control checks.
- G. The Contractor shall commission the services of a NACE Certified Coating Inspector (level 2 minimum), for all the time and stages of the scope of work. This inspector will be in charge of the Quality Assurance and Quality Control (QA/QC) of the project. All in force certification and qualifications for the NACE Inspector shall be provided prior to commencement of work for PREPA's approval.

Section 6. Special Instructions for Surface Preparation

- A. Performance Before paint application, all surfaces shall be prepared with the following conditions:
 - Interior and Exterior Surfaces

Pre-surface Cleaning:

- Pressure Wash: The Contractor shall perform High Pressure Water Cleaning (HP WC) to the entire surface area to remove all seagrass, mussels and any soluble products which can lead to premature failure of the lining system. Water pressure used shall be at a minimum of 4,000 psi (lbs /sq in).
- Hydrocarbons, Oil and Grease: Apply to all surfaces a "Degreaser" (oil and grease remover). The product to be used shall be "PPG-PREP 88 Cleaner" or an equally approved degreaser, which will be removed with high pressure water cleaning procedure (4,000 psi minimum). The dilution ratio and the application will be done following the manufacturer's product specifications.
- Soluble Salt/Ions, Visible and Non Visible Contaminants (Chlorides/Nitrates/Sulfates): After the hydrocarbon, oil and grease washing procedure is performed, and before final surface preparation NACE No.1, the Contractor shall apply a Chlor*Rid Solution (by Chlor*Rid® International Inc.) to all surfaces, which will be removed later with high pressure water at 4,000 psi minimum to remove soluble salt contaminants. The dilution ratio and the application will be done following the manufacturer's product specifications. The Chlor*Rid solution may not be substituted.
- > The Contractor shall follow Hand Tool Cleaning SSPC-SP2 & Power Tool Cleaning SSPC-SP3 as these procedures are deemed necessary to remove any existing material on the surface before proceeding with the final surface preparation.

> The Contractor shall consider in his proposal the incorporation of multiple surface cleanings with hot water, steam and/or wet abrasives methods with the Chlor*Rid solution, to comply with the (salt/ions) parameters of acceptance.

B. Parameters of Acceptance

- Contaminants Test for surface (salt/ions) SSPC Guide15/Method A2. The test shall be conducted every 50 sq ft (square feet) before applying the coating. The surfaces exceeding the following concentrations will be regarded as contaminated:
 - > Chloride > 5 ppm (µg/cm²)
 - > Nitrate > 10 ppm (µg/cm²)
 - > Sulfate > 10 ppm (µg/cm 2)

C. Exterior Final Surface Preparation shall be:

 NACE No.2 / SSPC-SP10 // Near White Metal Blast Cleaning or SSPC-SP10 WAB / NACE WAB-2 L Wet Abrasive Blast Cleaning. Surface preparation obtained will be reviewed using the Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning or Wet Abrasive Blast Cleaning: (SSPC-VIS 1 or SSPC-VIS 5).

D. Confirming anchor profile

- The anchor profile of the surface shall be 3.0 5.0 mils with angular roughness.
- Measurement of surface profile shall comply with NACE RP 0287 "Field measurement
 of surface profile of abrasive surfaces cleaned using Replica Tape", and ASTM D 4417B, ASTM D 4417-C, ISO 8503 with electronic/digital features. The test shall be
 performed every 25 square feet of surface cleaned.
- Surface Roughness shall comply with ASTM D4417 method A "Comparators allow the estimation of surface roughness by touch and sight Both".

NOTES:

- If necessary, the Contractor shall use hot water, steam, demineralized water or some other method to remove the soluble salt contaminants to comply with the specified parameters of acceptance, without additional cost to PREPA.
- If necessary, the Contractor shall use power tools to remove any existing material on the surface before proceeding with the final surface Preparation NACE No.1.
- Surface cleaning procedure shall be repeated if necessary, to completely remove all contaminants and comply with the specified parameters of acceptance.
- Surface cleaning procedure shall be repeated if more than 24 hours have passed between surface preparation and paint application.

• It is compulsory, prior to the application of each coat of paint, to clean the surface with a solution 98% alcohol or more (SSPC-SP1). Thoroughly wash the entire surface.

Section 7. Special Instructions for Repair and Coating Application

- A. The Contractor shall work the rehabilitation of the structures inside of PREPA's San Juan Power Plant property.
- B. All materials and application procedures shall be in compliance with the requirements of these technical specifications and the recommendations of the material manufacturer. If there is or seems to be a conflict between the applicable documents and the manufacturer, the differences shall be submitted by the Contractor, in writing, to the PREPA's Engineer for resolution.
- C. The Contractor shall submit the coating application procedures for review and approval by the Engineer.
 - No coating work shall be performed until Engineer has returned the application procedures stamped "Approved". All work shall be performed in accordance with the approved procedures. Contractor personnel performing the work shall be qualified in accordance with written qualification procedures.
 - The procedures shall be explicit with regard as to how the requirements of this technical specification will be implemented, addressing the equipment to be used, and the frequency and acceptance criteria associated with the quality control checks.
- D. The Contractor shall establish a quality control program to be approved by the Engineer. All documents shall be certified by the NACE Certified Coating Inspector Level 2 - QC Technician and delivered to PREPA as part of the requirements of this Project, in a daily basis as coordinated in advance.
 - Any Quality Control tests have to be taken in the presence of PREPA's Project Inspector. The Contractor shall have his/her own inspection equipment. All instruments shall be calibrated and handled by properly certified personnel for the kind of inspection to be performed.
 - Quality Control daily reports as per the Quality Control Program previously approved by PREPA. Report of conditions as found, work performed, clearances, structures layouts, daily coating inspection reports and test data recorded shall be included in the report.
- E. The coating application procedure shall include but not limited to the following:
 - Product Storage (Contractor shall provide an area with Air Conditioner)
 - Surface preparation (finishing details, degreasing methods, type of blasting equipment and type of abrasive).
 - Environment conditions (means and frequency of monitoring)

Technical Specifications and Special Conditions Project TS-M15-21 Page 11

- Compressed air (quality, means and frequency for monitoring).
- Mixing (ratio of components, equipment used, induction period, etc.)
- Pot life (as a function of temperature).
- · Applier's qualification and certification documents.
- · Procedure for application.
- · Conditions required for curing.
- Ventilation (system used, capacity, basis for determining required capacity, etc.; also, equipment used to maintain environment within required limits of application).
- Film repair (means of restoring lining on areas outside dry film thickness-DFT limits, holidays and damaged spots, differentiating between nominal and major repairs).
- Film thickness (instruments and methods used to determine dry film thickness-DFT).
- Holiday inspection (methods, instrumentation and acceptance criteria).
- Quality Control Procedure (including Test/Inspection Documentation forms):

Section 8. <u>Technical Requirements for Coating Application</u>

A. Painting

- If color or finish is not designated, the Engineer will select standard colors or finishes.
- Products used for the base coat "primer", intermediate coat, "spot primer", "stripe coat", topcoat and thinner are from the same manufacturer.
- The paint shall not be diluted with solvent, thinner or others.

NOTES:

- The use of corrosion inhibitors is NOT allowed.
- The final finish shall provide color uniformity. Shadows, spots, sags, overspray, colored translucency, discontinuity, holidays-pinholing, orange peel, wrinkling, cratering, etc. are NOT allowed.

Exterior Coating System

Product Description	Coat Type	VSmin. (%)	DFTmin. (mils.)	Coating specification
INTERNATIONAL INTERPLUS 256 Epoxy Primer	Stripe	80	{5.0}	Note *D
INTERNATIONAL INTERPLUS 256 Epoxy Primer	Base	80	5.0	Note *A & Note *E
INTERNATIONAL INTERSEAL 670 Epoxy Coating	Intermediate	82	10.0	Note *B & Note *E
INTERNATIONAL INTERTHANE 990HS Acrylic Polyurethane	Тор	68	3.0	Note *C & Note *E

Total Dry Film Thickness (DFT) ---- 18.0 mils

Notes:

- *A.- Base Coat: Full Coat Two component high build surface tolerant epoxy primer.
- *B. Intermediate Coat: Full Coat Two component high build surface tolerant epoxy maintenance coating.
- *C. Top Coat: Full Coat Two component acrylic polyurethane finish coat.
- *D. {} DFT: Not included in the DFT column totals. Additional stripe coat shall comply with SSPC-PA Guide 11 Standard.
- *E. To be applied by AIRLESS SPRAY method.
- *Apply in multiple layers/coats, at least two.
- Recoat Window If the Recoat period window (overcoating interval, Light Load) or Overcoat End is exceeded, the Contractor shall perform a surface preparation degree NACE No.4 / SSPC-SP7 "Brush-Off Blast Cleaning" with an anchor profile minimum of 3.0-5.0 mils, prior to application of subsequent layers to 100% of the surface. Then perform a cleaning of the surface to the degree of SSPC-SP1, washing with high pressure water at 3,000 psi minimum pressure, followed by cleaning with a solution 98% alcohol to the entire surface. It shall also be tested for surface pollutants to comply with Project technical specifications.

Section 9. Special instructions for Testing

- A. All the tests have to be taken in the presence of PREPA's Inspector
- B. All deficiencies discovered during the tests shall be corrected as requested the Engineer at the Contractor's expense.
- C. Check environmental conditions:
 - Air temperature (ambient)
 - Surface temperature (substrate) Maximum allowed shall be 90°F
 - Relative Humidity
 - Dew Point

D. Check wet thickness:

• Produce documentation where this data is related to the location in the structure. Make drawings (Layouts/Mapping) with specific details.

E. Check dry thicknesses:

- Produce documentation where this data is related to the structure location. This test
 will be performed following the standard SSPC-PA2. The test shall be made by areas
 (to be measured) of 50 square feet, not as the standard. Make drawings
 (Layouts/Mapping) with specific details.
- Instrument to use DeFelsko Positector 6000 Advanced Body with FN Probe.
- DFT Final Reports will be delivered in the DeFelsko PosiSoft Software-Data Reporting.

F. Adhesion Testing:

- This test shall be conducted by the Contractor NACE Certified Coating Inspector Level
 The areas will be selected by PREPA. The Contractor shall provide all necessary (instruments, equipment, materials, labor, etc.) to repair areas affected by the tests.
- Instrument to use DeFelsko PosiTest® AT-M.

G. Discontinuity Holiday Testing

- The Contractor will perform this test of the coating discontinuity (Holiday Test) to 100% of the interior and exterior surfaces, following NACE standards SP 0188 and product manufacturer specifications. The equipment used for the test shall be scanning electrode (exploring electrode) and continuous contact probe on the surface. This test shall be conducted by the Contractor NACE Certified Coating Inspector Level 2.
- Interior Surfaces Instrument to use for high voltage: Elcometer 266 or 236 HV DC.
- Exterior Surfaces Instrument to use for low voltage: Elcometer 270-4/90 Volts DC range.

H. Non-Visible / Invisible Contaminants Testing

 The Contractor will perform the tests of contaminants for surface (salt / ions) SSPC Guide15/Method: A2. The test is conducted every 50sf (square feet) before applying the coating.

I. Surface Contamination - Ph Testing

The Contractor will perform the tests to all surfaces before coating application.

J. Grease/Oil Removal Testing

• Perform Visual and Water Break test to 100% of the surface, prior to blast surface cleaning.

K. Hydrocarbon, Oil and Grease Testing

- The Contractor will perform the tests to all surfaces. The test will be performed by the method of UV "Ultraviolet Light". The equipment to perform the test shall have at least the following features:
 - > "UV Light Inspection for Detection of Hydrocarbon, Oil and Grease. Hight intensity, long throw, medium area UV search light". "High Output/High Intensity discharge 35W UV bulb with full UV light output".

L. Verify Abrasive type and Cleanliness:

Visual and Vial Test following SSPC AB 1; Oil ASTM D 7237

00091557

Contract Release

Execution Date

2/14/22

Printed

2/14/22

PUERTO RICO ELECTRIC POWER AUTHORITY

2022-P00059

Contract

Mail Invoice To:		Vendor:	
AUTORIDAD DE ENE DIVISION DE TESO P.O. BOX 70253 SAN JUAN 8253	RGIA ELECTRICA RERIA PR 00936-	MALNAT ASOCIADOS PO BOX 3084 AMELIA CONTRACT STATION CATANO PR 00963	
Please Direct	Inquiries To:	Work Location:	
ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM Title PROCUREMENT SUPV G3 Phone/Alternate Phone: Fax Title BLACK START GENERATORS UNITS 5&6 CONTROL		JEFE CONSERVACION CENTRAL SJ CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2 ZONA PORTUARIA PUERTO NUEVO PR 00920 ROL UPGRADE	
Contract Value)		
Total Value	\$ 342,410.62 USD 00	** NOT TO EXCEED. ** Número de Cuenta 01-4013-54900-200-348	
Pricing Method	ESTIMATE		
Contract Type	SERVICES	Start Date 2/14/22	
Project		End Date 6/30/22	

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Contract Release

Execution Date

2/14/22

Printed

2/14/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Signatures	WATIO WITANDA SANCHEZ Supervisor de Compras Principal	
Vendor Authorized Signature	Authorized Signature	
Juan ReMalds Nado Ramos Pses Printed Name/Title	Printed Name/T	itle
Date Signed Phone	Date Signed	Phone

S.S.

Scope of Work

CONTRATO 0091557

CONTRACT REQUISITION 00246127

BLACK START GENERATORS UNITS 5&6 CONTROL UPGRADE

SE ADJUDICA CONTRATO SEGÚN TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPAÑÍA EN EL PROCESO DE RFP 0003230.

SOLICITANTE: ING VÍCTOR ORTIZ JEFE SECCIÓN CONSERVACIÓN TELÉFONO: 787-521-7415

SCOPE OF WORK

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Contract Release

Execution Date

2/14/22

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y **Printed** 2/14/22

Scope of Work

UPGRADE OF EXISTING DIGITAL MASTER CONTROL SYSTEM FOR CUMMINS BLACK START OPERATION AT SAN JUAN GENERATION PLANT UNITS 5&6

Contract

THIS UPGRADE PACKAGE SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING:

INITIAL VERIFICACTION AND ASSESSMENT OF CURRENT SYSTEM CONFIGURATION AND SETUP VERSUS ELECTRICAL DRAWINGS AND ORIGINAL DESIGNED CONFIGURATION

ENGINEERED / RETROFITTED CONTROL SYSTEM INTEGRATION AND INSTALLATION

COMMISSIONING AND STARTUP SUPPORT

CONTROL SYSTEM DRAWINGS AND MANUALS

DESCRIPTION OF THE UPGRATED PARALLELING CONTROL SYSTEM

- -SIMILAR SEQUENCE OF OPERATION TO EXISTING BLACK START DIGITAL MASTER CONTROL
- -NEW CONTROL SYSTEMS INCLUDING: PLC AND HMI
- -ASSURE COMMUNICATION BETWEEN PLC AND OVATION DISTRIBUTED CONTROL SYSTEM AT OPERATOR CONTROL ROOM FOR REMOTE AND FULLY AUTOMATED OPERATION

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Execution Date 2/14/22

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Contract

Scope of Work

FINAL TEST SHALL BE PEFORMED TO CONSIDER THE PROJECT FULLY COMPLETED

- -BOTH GENERATORS SHALL SYNCHONIZE BETWEEN THEM
- -ALL TEST REQUIRED AND RECOMMENDED BY THE MANUFACTURER LISTED ON THE BLACK START OPERATION AND MAINTENANCE MANUAL, OR
- -BOTH GENERATORS SHALL SYNCHRONIZE TO THE 4.16 KV EMERGENCY BUS AT THE SWITCH GEAR UNITS 5&6 WITH AT LEAST ONE UNIT 5 OR 6 NORMALIZED SUPPLYING POWER TO THE SAME BUS WITHOUT AFFECTING ITS OPERATION
- -THESE OPERATIONS AND TESTS SHALL BE DISCUSSED AND EXECUTED IN ACCORDANCE WITH THE MAINTENANCE DEPARTMENT AND ELECTTRICAL SECTION PERSONNEL

BREAKDOWN OF PAYMENTS

5% WITH ORDER

10% AFTER SUBMITTALS AND APPROVAL OF DESIGN

50% AFTER EQUIPMENT

25% AFTER COMPLETE INSTALLATION

10% AFTER COMMISSIONING, EQUIPMENTS MANUALS AND FINAL REPORT DELIVERED.

CLÁUSULAS FEDERALES

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2/14/22

2/14/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Scope of Work

PARA ESTE CONTRATO APLICAN LAS CLÁUSULAS FEDERALES DE CONTRATACIÓN INCLUIDAS COMO ANEJO I.

SEGUROS REQUERIDOS:

EL CONTRATISTA PROVEERÁ UN CERTIFICADO EN ORIGINAL FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LA CUBIERTA DE LOS SIGUIENTES SEGUROS:

CORPORACIÓN DEL FONDO DEL SEGURO DEL ESTADO

SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00

SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 & LIMITE SENCILLO COMBINADO

SEGURO DE RESPONSABILIDAD PATRONAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000. 00 & LIMITE SENCILLO COMBINADO

ESTOS SEGUROS DEBERÁN SER ENTREGADOS AL SUPERVISOR DE COMPRAS ANTES DE COMENZAR LOS TRABAJOS CONTRATADOS.

TÉRMINOS Y CONDICIONES:

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2/14/22

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2/14/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Scope of Work

EL CONTRATISTA OBTENDRÁ Y MANTENDRÁ VIGENTE DURANTE LA DURACIÓN DEL CONTRATO LOS PERMISOS APROPIADOS DE TODAS LAS AUTORIDADES REGULADORAS MUNICIPALES, ESTATALES Y FEDERALES, RESPECTO A LOS SERVICIOS OFRECIDOS.

EN CASO DE INCUMPLIMIENTO DE SERVÍCIO O DE NO SER SATISFACTORIO, LA AUTORIDAD SE RESERVA EL DERECHO DE CANCELAR ESTE CONTRATO EN CUALQUIER MOMENTO SIN NECESIDAD DE NOTIFICACIÓN PREVIA.

EL CONTRATISTA DISPONDRÁ DE TODO MATERIAL, EQUIPOS Y DEMÁS OBJETOS
REMOVIDOS DURANTE EL SERVICIO, CUMPLIENDO CON LAS REGULACIONES Y LEYES
AMBIENTALES VIGENTES. EL CONTRATISTA DISPONDRÁ ADECUADAMENTE DE LOS
DESPERDICIOS GENERADOS DURANTE LA REALIZACIÓN DE LOS TRABAJOS DESCRITOS EN
ESTE DOCUMENTO.

LOS CONTRATISTAS QUE VAYAN A SUBCONTRATAR ALGUNO DE LOS TRABAJOS O SERVICIOS OBJETO DE ESTA PUBLICACIÓN, TENDRÁ QUE ASEGURARSE DE QUE DICHOS SUBCONTRATISTAS NO SEAN COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD. LA AUTORIDAD NO ACEPTARÁ PROPUESTAS EN LAS QUE SE UTILICEN COMO SUBCONTRATISTAS COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD.

EL CONTRATISTA SERA RESPONSABLE POR TODOS LOS DAÑOS QUE SE OCASIONE A PERSONAS O LA PROPIEDAD, COMO RESULTADO DE SU FALTA O NEGLIGENCIA EN RELACION CON EL TRABAJO QUE SE LLEVA A CABO.

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Contract Release

Execution Date

2/14/22

Printed

2/14/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Scope of Work

EL SUPLIDOR DEBE QUE DESGLOSAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NÚM. 48-2013. DE NO DESGLOSAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.

* * * End of Contract * * *

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Mahat & Asociados, Inc.	
CONTRACTOR Name	
7	
Signature of Contractor's Authorized Official	
Rienals HERNANDEZ	01/1./2022
Name and Title of Contractor's Authorized Official	Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to
 which this proposal is submitted if at any time the prospective lower tier participant learns
 that its certification was erroneous when submitted or had become erroneous by reason of
 changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Bach participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, incligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MAINAT & Sociedos, Fre.	·
CONTRACTOR Company Name	Contract Number
Zicardo /terripoles	•
Name	
Tille	
Title	. / /
Ta	01/11/2022
Signature	Date

00091975

2022-P00042

Contract Release

Execution Date

1/11/22

Printed

1/11/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Mail Invoice To:

AUTORIDAD DE ENERGIA ÉLÉCTRICA

DIVISION DE TESORERIA

P.O. BOX 70253

SAN JUAN 8253

PR

00936-

Vendor:

RICARDO HERNANDEZ

MALNAT ASOCIADOS

PO BOX 3084

AMELIA CONTRACT STATION

CATANO PR 00963

Please Direct Inquiries To:

ANGELICA ROSARIO DAVILA

AROSARIO16128@AEEPR.COM

Title

PROCUREMENT SUPV G3

Phone/Alternate Phone:

Work Location:

JEFE CONSERVACION CENTRAL SJ

CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR, PR 2

ZONA PORTUARIA

PUERTO NUEVO

PR

00920

Title

Fax

REPLACEMENT OUTLET VALVES AND ELBOWS CONDENSERS UNITS 5 & 6

Contract Value

Total Value	\$ 375,00 0 .00 USD 00	** NOT TO EXCEED ** Account Number: 01-1071-34401-200-348	
Pricing Method	ESTIMATE		
Contract Type	SERVICES	Start Date 11/26/21	
Project		End Date	

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of

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Contract Release

Execution Date 1/11/22

Printed 1/11/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Signatures	1 A cupub		
-	WIRAND CANCEROS		
Vendor Authorized Signature	Gelect Manufacture Signature		
Ricardo Hernandez / Secretario			
Printed Name/Title	Printed Name	e/Title	
01/12/2022	1-11.2022	71821 4915	
Date Signed Phone	Date Signed	Phone	

Scope of Work

CONTRATO 0091975

CONTRACT REQUISITION 00248685

REPLACEMENT OUTLET VALVES AND ELBOWS CONDENSERS UNITS 5 & 6

SE ADJUDICA CONTRATO SEGÚN LOS TÉRMINOS Y CONDICIONES SOLICITADOS YA ACEPTADOS POR SU COMPAÑÍA EN EL PROCESO DE SUBASTA FORMAL RFP 0003232.

ALCANCE DEL TRABAJO

WORK SHALL INCLUDE ALL LABOR, EQUIPMENT, TOOLS, SUPERVISION, AND SERVICES FOR THE REMOVAL OF EXISTING CONDENSERS OUTLET VALVES, ELBOWS, EXPANSION JOINTS, AND THE INSTALLATION OF NEW ONES FOR SJSP UNITS 5 & 6. BESIDES THE REMOVAL AND INSTALLATION OF THE VALVES, ELBOWS AND EXPANSION JOINTS, CONTRACTOR SHALL INCLUDE A RIGGING PLAN, SAFETY PLAN, SCHEDULE, AND PROTECTION OF NEARBY EQUIPMENT. THE TOTAL AMOUNT OF MAIN ELEMENTS TO BE

Page 2 of 7

Contract Release

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PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Scope of Work

REMOVED AND INSTALLED WILL BE TWELVE (12), SIX (6) ON EACH UNIT. PROJECT TOTAL COMPLETION PERIOD SHALL BE SIXTY (60) CALENDAR DAYS. CONTRACTOR SHALL COMPLETE ALL MATERIAL PROCUREMENT AND DELIVERY WITHIN THE FIRST THIRTY (30) CALENDAR DAYS (DAYS 0-30). ALSO, ALL PROVISIONAL MODIFICATIONS AND EQUIPMENT REMOVAL REQUIRED ON UNIT #5 SHALL BE PERFORMED DURING THIS PERIOD. THE FOLLOWING FIFTEEN (15) CALENDAR DAYS (DAYS 31-45) SHALL BE EMPLOY FOR THE REMOVAL AND INSTALLATION OF ELBOWS, VALVES, AND EXPANSION JOINTS ON BOTH UNITS. DURING THIS PERIOD BOTH UNITS WILL BE OUT OF SERVICE. IN THE REMAINING FIFTEEN (15) CALENDAR DAYS (DAYS 46-60) THE CONTRACTOR SHALL RESTORE THE PROVISIONAL MODIFICATIONS ON UNIT #5. PREPA WILL BE RESPONSIBLE FOR THE OUTLET CHANNEL ISOLATION AND DEWATERING. A DELAY PENALTY OF ONE THOUSAND DOLLARS (\$1,000) PER CALENDAR DAY AFTER THE PROJECT COMPLETION PERIOD (60 CALENDAR DAYS) TO A CUMULATIVE MAXIMUM OF FIFTEEN PERCENT (15%) OF THE TOTAL CONTRACT VALUE.

SEGUROS REQUERIDOS:

EL CONTRATISTA PROVEERÁ UN CERTIFICADO EN ORIGINAL FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LA CUBIERTA DE LOS SIGUIENTES SEGUROS:

CORPORACIÓN DEL FONDO DEL SEGURO DEL ESTADO

SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00

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1/11/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Scope of Work

SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 ¿ LIMITE SENCILLO COMBINADO

SEGURO DE RESPONSABILIDAD PATRONAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000. 00 ¿ LIMITE SENCILLO COMBINADO

ESTOS SEGUROS DEBERÁN SER ENTREGADOS AL SUPERVISOR DE COMPRAS ANTES DE COMENZAR LOS TRABAJOS CONTRATADOS.

TÉRMINOS Y CONDICIONES:

. .

EN CASO DE INCUMPLIMIENTO DE SERVICIO O DE NO SER SATISFACTORIO, LA AUTORIDAD SE RESERVA EL DERECHO DE CANCELAR ESTE CONTRATO EN CUALQUIER MOMENTO SIN NECESIDAD DE NOTIFICACIÓN PREVIA.

EL CONTRATISTA DISPONDRÁ DE TODO MATERIAL, EQUIPOS Y DEMÁS OBJETOS REMOVIDOS DURANTE EL SERVICIO, CUMPLIENDO CON LAS REGULACIONES Y LEYES AMBIENTALES VIGENTES. EL CONTRATISTA DISPONDRÁ ADECUADAMENTE DE LOS DESPERDICIOS GENERADOS DURANTE LA REALIZACIÓN DE LOS TRABAJOS DESCRITOS EN ESTE DOCUMENTO.

LOS CONTRATISTAS QUE VAYAN A SUBCONTRATAR ALGUNO DE LOS TRABAJOS O Page 4 of 7

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1/11/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Scope of Work

SERVICIOS OBJETO DE ESTA PUBLICACIÓN, TENDRÁ QUE ASEGURARSE DE QUE DICHOS SUBCONTRATISTAS NO SEAN COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD. LA AUTORIDAD NO ACEPTARÁ PROPUESTAS EN LAS QUE SE UTILICEN COMO SUBCONTRATISTAS COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD.

EL CONTRATISTA SERA RESPONSABLE POR TODOS LOS DAÑOS QUE SE OCASIONE A PERSONAS O LA PROPIEDAD, COMO RESULTADO DE SU FALTA O NEGLIGENCIA EN RELACION CON EL TRABAJO QUE SE LLEVA A CABO.

EL SUPLIDOR DEBE QUE DESGLOSAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NÚM. 48-2013. DE NO DESGLOSAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.

CLÁUSULA DE TERMINACIÓN: LA SECRETARIA DE LA GOBERNACIÓN TENDRÁ LA FACULTAD PARA DAR POR TERMINADO EL PRESENTE CONTRATO EN CUALQUIER MOMENTO.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO

1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO

Page 5 of 7

Contract Release

Execution Date 1/11/22

Printed 1/11/22

PUERTO RICO ELECTRIC POWER AUTHORITY

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Scope of Work

RICO.

- 2. EL CONTRATISTA SOMETERÁ UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6. 8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO ¿LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO¿, O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.
- 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

Page 6 of . 7

00091975

Contract Release

Execution Date

1/11/22

Printed

1/11/22

PUERTO RICO ELECTRIC POWER AUTHORITY

Contract

Scope of Work

4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

SE ANEJAN CLÁSULAS FEDERALES

* * * End of Contract * * *

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

Ċ

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Mahat & Asociados, Inc.	
CONTRACTOR Name	
7	
Signature of Contractor's Authorized Official	
Rienals PERNANDEZ	01/1/2022
Name and Title of Contractor's Authorized Official	Dato

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person to
 which this proposal is submitted if at any time the prospective lower tier participant learns
 that its certification was erroneous when submitted or had become erroneous by reason of
 changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Bach participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, incligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INBLIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MAINAT & Sociados, Fre.	•
CONTRACTOR Company Name	Contract Number
Zicardo Remignelez	•
Name	
Centre Pequetos	
Title	
Da	01/11/2022
Signature	Date

Request for Proposal

THIS IS NOT AN ORDER

RFP 00003232.

Due Date

11/4/21

Due Time

Printed

1:00 PM.

10/27/21

PUERTO RICO ELECTRIC POWER

AUTHORITY

DRAFT COPY

Return RFP To:

ANGELICA ROSARIO DAVILA PR ELECTRIC POWER AUTHORITY PURCHASING DIVISION PO BOX 364267 SAN JUAN, PR 00936-4267 AROSARIO16128@AEEPR.COM Phone 787-521-4990

Vendor:

BULLETIN BOARD DIVISION DE SUMINISTROS SAN JUAN PR 00936

k Mainat & Asociados, inc P.O. BOX 3084

CATAÑO, P.R. 00963

Work Location:

(787) 630-7978, FAX (787) 287-4881

CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR, PR 2

ZONA PORTUARIA

PUERTO NUEVO, PR 00920

Title

REPLACEMENT OUTLET VALVES AND ELBOWS CONDENSERS UNITS 5 & 6

Bid Details

Bid Value Currency USD \$375,000.00 Bid Pricing Method ESTIMATE Not to Exceed? Start Date 11/26/21 End Date

Signatures

Vendor Authorized Signature

Ricardo Hernandez Printed Name/Title

11/04/2021 Date Signed Authorized Signature

Angélica Rosario Dávila- Supervisor de Compras

Printed Name/Title

27 octubre 2021 Date Signed

Phone

Y Marina J. Asociados, Inc. COMPT TRUE OF FOLLOWING WINSTAND P,Q. BOX 3084 CATANO, P.R. 00963 (76.4) 440-7978, FAX (787) 287-4882

Request for Proposal

THIS IS NOT AN ORDER

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Due Date

11/4/21

Due Time

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10/27/21

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Scope of Work

2- PARA ESTA SUBASTA, LA AUTORIDAD REQUIERE UNA FIANZA DE LICITACIÓN INDIVIDUAL QUE CUBRA EL 10% DEL TOTAL DE SU OFERTA, FORMULARIO AEE 500.0-368. LA FIANZA TIENE QUE VENIR ACOMPAÑADA CON EL DOCUMENTO POWER OF ATTORNEY. ESTOS DOCUMENTOS TIENEN QUE SER PREPARADOS POR UNA COMPAÑÍA AUTORIZADA A HACER NEGOCIOS EN PUERTO RICO.

3- LUGAR DEL SERVICIO: CENTRAL SAN JUAN, AVENIDA MERCADO CENTRAL LOTE 28 ZONA PORTUARIA,, PUERTO NUEVO PUERTO RICO Malnat & Asociados, Inc. ventax servició de équipo industrial, P.O. BOX 3084 CATANO, P.R. 00963 (787) 630-7978, FAX (787) 287-4882

- 4-LOS LICITADORES TIENEN QUE DESGLOZAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.
- 5-SERÁ REQUISITO PARA ADJUDICACIÓN ESTAR ACTIVO EN EL REGISTRO DE PROVEEDORES DE LA AEE.
- 6- LUEGO DE LA APERTURA DE LA SUBASTA, LOS LICITADORES, SUS REPRESENTANTES Y OTRAS PARTES NO PUEDEN COMUNICARSE EN FORMA ALGUNA CON EMPLEADOS DE LA AUTORIDAD DE ENERGÍA ELECTRICA PARA ASUNTOS RELACIONADOS CON LAS PROPUESTAS BAJO ESTUDIO, SALVO LO DISPUESTO POR LEY NÚM. 38, DEL 30 de junto del 2017, SEGÚN ENMENDADA Y LA REGLAMENTACIÓN PROMULGADA A SU AMPARO, REGLAMENTO DE SUBASTAS, CAPÍTULO IV, SECCIÓN VI, ARTÍCULO C, INCISO 2.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO:

- 1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.
- 2. EL CONTRATISTA MANTENDRÁ VIGENTE EN EL REGISTRO DE PROVEEDORES DE LA AEE, UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE,

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10/27/21

Malnat & Asociados, Inc. 20. BOX 3084 CATANO, P.R. 80963

(787) 630-7978, FAX (787) 287-4882

PUERTO RICO ELECTRIC POWER AUTHORITY

DRAFT COPY

Scope of Work

DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPENEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017. SEGUN ENMENDADA, CONOCIDA COMO ¿LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICOL. O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.

- 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCION A LOS ARTÍCULOS 4,2, 4.3 0 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTICULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALOUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017. SEGÚN ENMENDADA. CONOCIDA COMO, LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.
- 4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 0 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGANICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS ARTICULOS 250 A 266 DE LA LEY 146-2012, SEGUN ENMENDADA, CONOCIDA COMO EL CODIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE

Request for Proposal

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11/4/21

Due Time

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PUERTO RICO ELECTRIC POWER

AUTHORITY

DRAFT CORY

Scope of Work

PUERTO RICO.

PARA MAYOR INFORMACION SE PUEDEN COMUNICAR CON: ANGÉLICA ROSARIO DÁVILA SUPERVISOR DE COMPRAS TEL: 787-521-4990

E-MAIL: ANGELICA.ROSARIO@PREPA.COM

P.O. BOX 3084 CATANO, P.R. 00963 (787) 630-7978, FAX (787) 287-4882

SE INFORMA LOS LICITADORES LO SIGUIENTE:

- 1- SE ANADEN DOCUMENTOS:
- a. INFORMACIÓN CONTACTO DE MANUFACTUREROS. (1 PÁGINA)
- b. ACLARACIÓN EN ESPECIFICACIONES (2 PÁGINAS)
- 2- SE AÑADE HOJA DE ASISTENCIA A REUNIÓN PRE-SUBASTA CELEBRADA EL JUEVES 21 DE OCTUBRE DE 2021.

FIN DEL APÉNDICE # IT

INSTRUCCIONES PARA ESTA SUBASTA:

1- PARA ESTA SUBASTA, LA AUTORIDAD REQUIERE UNA FIANZA DE LICITACIÓN INDIVIDUAL QUE CUBRA EL 10% DEL TOTAL DE SU OFERTA, FORMULARIO AEE 500.0-368. LA FIANZA TIENE QUE VENIR ACOMPAÑADA CON EL DOCUMENTO POWER OF ATTORNEY. ESTOS DOCUMENTOS TIENEN QUE SER PREPARADOS POR UNA COMPAÑÍA AUTORIZADA A HACER NEGOCIOS EN PUERTO RICO.

2- INCLUIR MARCA, MODELO, LITERATURA, DIAGRAMAS Y TODO LO NECESARIO PARA EVALUACIÓN TÉCNICA.

3- LUGAR DE ENTREGA:

CENTRAL SAN JUAN

AVE, MERCADO CENTRAL LOTE # 28

Page

Request for Proposal

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Due Date

11/4/21

Due Time

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PUERTO RICO ELECTRIC POWER AUTHORITY

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Scope of Work

ZONA PORTUARIA, PUERTO NUEVO

4-LOS LECITADORES TIENEN QUE DESGLOZAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACION ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN À LA TOTALIDAD COTIZADA.

5-SERÁ REQUISITO PARA ADJUDICACIÓN ESTAR ACTIVO EN EL REGISTRO DE PROVEEDORES DE LA AEE.

6-LUEGO DE LA APERTURA DE LA SUBASTA, LOS LICITADORES, SUS REPRESENTANTES Y OTRAS PARTES NO PUEDEN COMUNICARSE EN FORMA ALGUNA CON EMPLEADOS DE LA AUTORIDAD DE ENERGÍA ELECTRICA PARA ASUNTOS RELACIONADOS CON LAS PROPUESTAS BAJO ESTUDIO, SALVO LO DISPUESTO POR LEY NÚM. 170, DEL 12 DE AGOSTO DE 1988, SEGÚN ENMENDADA Y LA REGLAMENTACIÓN PROMULGADA A SU AMPARO. REGLAMENTO DE SUBASTAS, CAPÍTULO IV, SECCIÓN VI, ARTÍCULO C, INCISO 2.

* * *End of Request For Proposal* * *



Page 1 of 13

PROPOSAL REV. 1 SECTION 1

PROPOSAL REV.1 SECTION I-A

Noviembre 4____, 2021

Contract Sum Breakdown (the sum of all breakdown items shall equal the propose shown on Page 1 of the proposal):	d Contract Lump Sum
1. Mobilization (Includes Taxes)	\$ 56,250,00
2. U5 - Equipment/Structure Removal (Clearance Related)	\$ 40,500.00
3. U5 - Equipment/Structure Re-Installation (Clearance Related)	\$ 23,250.00
4. U5 - Elbows (2), Valves (2) & Expansion Joints (2) Removal	\$_40,000.00
5. U5 - Elbows (2), Valves (2) & Expansion Joints (2) Installation	\$ 40,000.00
6. U5 - New Expansion Joints with Control Units	\$12,500.00
7. U5 - New Bolts, Nuts, Washers & Gaskets (Hardware)	\$ 25,000.00
8. U6 - Equipment/Structure Removal (Clearance Related)	\$ 10,000.00
9. U6 - Equipment/Structure Re-Installation (Clearance Related)	\$10,000.00
10. U6 - Elbows (2), Valves (2) & Expansion Joints (2) Removal	\$ 40,000.00
11. U6-Elbows (2), Valves (2) & Expansion Joints (2) Installation	\$ 40,000.00
12. U6 - New Expansion Joints with Control Units	\$ 12,500.00
13. U6 - New Bolts, Nuts, Washers & Gaskets (Hardware)	\$ 25,000.00
Contract Sum	\$ 375,000:00
Deductive Alternate (Upfront Agreement) ASOC/	\$ 25,000.00
Deductive Alternate (Upfront Agreement) ASOC/	
Secretario Z 2002 STORA	DE
Malnat & Asociasdos Reg. #126,576	
BIDDER CERTORICO	

Page 3 of 13

I-A.1 The following fees will apply to changes in the work:

- 1. 15% overhead and profit on the net cost of work done by the Contractor.
- 2. 10% overhead and profit on the gross cost (net plus fee) of work done by subcontractor.
- 3. On work deleted from the Purchase Order/Contract, credit to the Owner shall be the Engineer net cost.
- When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured out on the basis of the net increase, if any, with respect to that change.

Ricardo Hernandez

Secretario

Malnat & Asociados, Inc.

BIDDER



SECTION II OUALIFICATIONS OF BIDDERS

1. We hereby submit the following data regarding our qualifications:

a) Street		. No. <u>21</u>	
(b) _		City	
c) Žip Cođ	Telepho	one Number	<u>.</u> .
d) Cellula	ectro	nic Mail <u>Ricardo@malnatpr</u> .	com
Financial Statement			•
a) Cash in bank or c	n hand	\$1.116,330.12	
b) Total property va	lue	\$ 1,630,160.65	
c) Other assets total	value	\$112,300.00	·
	Total	\$2,858,790.77	
d) Liabilities		\$341,720.00	
	Net	\$2,517,070.77	
		THEOG/AD	
Ricardo Herr	nandez 720	2002 Reg. #126,576	20/
Secretario)	2002	=
Malnat & As BIDDE	ōciados, Inc. R	1	15
		OUERTO RICC	

2. The following is a list of equipment I or we have available for use on this work:

ITEM NO	QTY.	DESCRIPTION, SIZE CAPACITY, ETC.	-CONDITION	YEARS OF SERVICES	PRESENT LOCATION
	l ea	Vagon de herramientas	Usado	9	Toa Alta
	100 mpc 21		1000		
2	1 ea	Camion Plataforma	Usado	13	Guaynabo
	an ade or to				

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		t and the second of the second		4.00	
	7	William Control			
					Smill Colors (Colors Account Colors)
					F

Ricardo Hernandez Secretario	ASOCIACO
Malnat & Asociados, Inc.	2002 Reg #126,576
BIDDER	
	ERTO RIG

3. The following is a list of additional equipment I or we intend to purchase or rent for use in the proposed work, should the contract be awarded to me or us:

	QTY.	DESCRITPION, SIZE, CAPACITY, ETC.	APPROX. COST	DATE OF DELIVERY
·L	äll	Herramientas manuales	\$5,000.00	inmediato
			A	
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	- 1		1987 2838 28 8	<u> </u>
2 7 17	CC H		2 2 22 0	**************************************
e etaller a fil Gazago				* ************************************



4. The following is a list of similar contracts executed by me or us:

ITEM NO.	QTŸ.	TYPE OF WORK	CONTRACT PRICE	COMPLETION DATE
The Control of the Co	2000年4年1日 2000年1月日本	1500 mm 150 mm		DATE
1.	ea	Reparacion conducto de gases U2-4	\$158,000.00	Junio 2016
	*	Ciclo combinado Aguirre, AEE	1,000	· · · · · · · · · · · · · · · · · · ·
		AND DESCRIPTION OF THE PROPERTY OF THE PROPERT		
2	eą	Trabajos mantenimientos mecanicos	\$192,000.00	Febrero 2017
		Shut down Ecoelectrica	7. v. i. 7. 5 3/12-04-44	Febrero 2018
3	ea	Reparacion pistones represa La Plata	\$475,000.00	Enero 2017-202
		AAA		
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Ricardo Hernandez

Secretario

Malnat & Asociados, Inc.

BIDDER

Ricardo Hernandez

2002

Reg. #126,576

5. The following is a list of contracts on hand:

CONTRACT NUMBER	DESCRIPTION OF WORK	GONTRACT PRICE	-% COMPLETED
1	Rehabilitacion Pistones	\$475,000.00	50 %
	Represa La Plata, AAA		
	Mars Ne 200 200 200		1.3
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Page 9 of 13

QUALIFICATIONS OF BIDDERS (continued)

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Sr. Ricardo Hernandez Ing. Larry García Ricardo Hernandez	AND ASOCIADO
Sr. Ricardo Hernandez Ing. Larry García	

Page 10 of 13

QUALIFICATIONS OF BIDDERS (continued)

El trabajo se estara realizando con	nforme a las especificaciones tecnicas, terminos y condicon
segun se describe en la invitación	(RFP 3232)
	
El personal que estara trabajando	en el proyecto, cuenta con todas las certificaciones y
cualificaciones necesarias para po	oder desarrollar todos los trabajos requeridos.
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SECTION III EXCEPTIONS CLAUSE

<u> </u>	· · · · · · · · ·	to			<u> </u>	inclusive.
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SECTION IV ADDENDUM RECEIPT

The undersigned certifies that the following addenda to the Specifications have been received and are made a part of the contract documents:

Addendum No. 1	Dated 10/21/2021	<u></u>
Addendum No. 2	Dated10/25/202	1
Addendum No. 3	Dated10/27/202	1.,
Addendum No.	Dated	
Addendum No.	Dated	
Addendum No.	Dated	
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Addendum No.	Dated	<u> </u>
Addendum No.	Dated	
	2002 Reg. #126,576	

Page 13 of 13

PROPOSAL (continued)

The undersigned,	Ricardo Hernandez Jimenez
	(Print Name of Undersigned)
on behalf of	Malnat & Asociados, Inc
on opnan or	(Company Name)
submits the Proposal I	hereinbefore contained.
	Dated 4 de noviembre de 2021
	This 4 day of noviembre , 20 21
	Malnat & Asociados, Inc.
	(Name of Organization)
.*	
	Ву:
	(Signature of Person Signing for the Organization)
· ·	
	Secretario
	Official Title of Person Signing
	PO Box 3084 Guaynabo PR 00963
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	Official Address of Organization
	Social Security Organization
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Puerto Rico Electric Power Authority

Units 5 and 6 Condensers Outlet Valves and Elbows Installation San Juan Steam Plant RFP-3232(TS-M11-21)

Clarifications to Proponents Rev.1

October 27, 2021

- 1. Project total completion period shall be one hundred (100) instead of sixty (60) calendar days.
 - a. Scope of Work Description shall read:

Project total completion period shall be one hundred (100) calendar days. Contractor shall complete all material procurement and delivery within the first seventy (70) calendar days (Days 0-70). Also, all provisional modifications and equipment removal required on Unit #5 shall be performed during this period. The following fifteen (15) calendar days (Days 71-85) shall be employed for the removal and installation of elbows, valves, and expansion joints on both Units. During this period both Units will be out of service. In the remaining fifteen (15) calendar days (Days 86-100) the Contractor shall restore the provisional modifications on Unit #5. PREPA will be responsible for the outlet channel isolation and dewatering. A delay penalty of one thousand deliars (\$1,000) per calendar day after the project completion period (100 calendar days) to a cumulative maximum of fifteen percent (15%) of the total contract value.

Delay penalty for this contract has been eliminated.

b. Article 4.1 of the Contract shall read:

The Contractor shall be required to complete all task and project scope within one hundred (100) calendar days from the date of the Notice to Proceed, subject to the provisions stated in Article 8, Changes and/or Extra Work, Article 13, Force Majeure; Article 17, Termination for Convenience, and Article 18 Termination for Cause. 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 beginning of commencement of work.

c. Special Conditions 15010, section 1.2.B and 3.1.B shall read:

Project total completion period shall be one hundred (100) calendar days. Contractor shall complete all material procurement and delivery within the first seventy (70) calendar days (Days 0-70). Also, all provisional modifications and equipment removal required on Unit #5 shall be performed during this period. The following fifteen (15) calendar days (Days 71-85) shall be employed for the



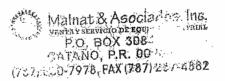
SAN JUAN STEAM PLANT CONDENSER OUTLET VALVES AND ELBOWS INSTALLATION RFP-3232 (TS-M11-21) CLARIFICATIONS Rev:1 10-27-2021

Pag. 2 of 2

removal and installation of elbows, valves, and expansion joints on both Units. During this period both Units will be out of service. In the remaining fifteen (15) calendar days (Days 86-100) the Contractor shall restore the provisional modifications on Unit #5. PREPA will be responsible for the outlet channel isolation and dewatering. A delay penalty of one thousand dollars (\$1,000) per calendar day after the project completion period (100 calendar days) to a cumulative maximum of fifteen percent (15%) of the total contract value.

Delay penalty for this contract has been eliminated.

- 2. PREPA decided to remove the delay penalty for this contract,
- 3. Bidders shall include the cost of procurement for all four (4) 42" expansion joints systems in their proposals. However, in the case that PREPA procures these elements before the Contract signing date, a twenty-five thousand dollars (\$25,000.00) deductive will be applied to the total cost of the project. Offers will be evaluated using the Contract Sum amount presented by bidders in the Proposal Form Rev.1, nevertheless an additional line has been added to officialized this agreement with all proponents. Bidders that fail to include and sign this revised Proposal Form shall be disqualified.



Puerto Rico Electric Power Authority

Units 5 and 6 Condensers Outlet Valves and Elbows Installation San Juan Steam Plant RFP-3232(TS-M11-21)

Bidders Q&A

October 27, 2021

Company Name (Date)	Page
Enersys Engineering Corporation-EEC (10-25-2021)	2
RG Engineering-RGE (10-25-2021)	3
Revised Documents (10-27-2021)	4



SAN JUAN STEAM PLANT CONDENSER OUTLET VALVES AND ELBOWS INSTALLATION REP-3232 (TS-M11-21) BIDDERS Q&A 10-27-2021

Pag. 2 of 4

I. EEC (10-25-2021)

- 1. "Please specify if the following items shall be required for this RFP.
 - Municipality Taxes"

Yes, Municipal Taxes shall be included.

2. "The RFP propose 30 days for material and/or equipment purchasing, please confirm if additional time will be considered."

YES, this period was extended from thirty (30) to seventy (70) calendar days. Please refer to Clarifications to Proponents Rev. 1 for details.

- 3. "Please confirm if licensed surveyor is required for this job."
 - NO. A licensed surveyor is not required for this contract,



SAN JUAN STEAM PLANT CONDENSER OUTLET VALVES AND ELBOWS INSTALLATION RFP-3232 (TS-M11-21) BIDDERS Q&A 10-27-2021

Pag. 3 of 4

II. RGE (10-25-2021)

 "Según los documentos del proyecto, PREPA suplirá algunos componentes y otros no. ¿podrían confirmar cuales finalmente suplirá el contratista?"

Contractor shall be responsible to procure all four (4) 42" Expansion Joints Systems as specified in Special Conditions 15010, Section 3.4 B.

Contractor shall be responsible to procure all Hardware as specified in Special Conditions 15010, Section 3.5.

2. "El tiempo de construcción cambia a 100 días calendarios, ¿Correcto?"

YES, please refer to Clarifications to Proponents Rev. 1 for details.

3. "¿Cuánto tiempo, dentro de esos 100 días calendarios, requieren para realizar esta instalación?"

The Contractor shall remove and install all the elements in both Units (5&6) within the specified fifteen (15) calendar days. Please refer to Clarifications to Proponents Rev. 1 for details.

4. "¿Cuándo en el calendario pretenden realizar estos trabajos?"

The expected date to start the removal and installations of the elements is February 15, 2022. The Contractor shall perform this task within 15 calendar days.



SAN JUAN STEAM PLANT CONDENSER OUTLET VALVES AND ELBOWS INSTALLATION RFP-3232 (TS-M11-21) BIDDERS Q&A 10-27-2021

Pag. 4 of 4

III. REVISED DOCUMENTS (10-27-2021)

Bidders shall be aware that the following documents have been revised and included with this Q&A:

- 1. Bid Proposal Form Rev. 1. 10-27-2021
- 2. Clarifications to Proponents Rev. 1. 10-27-2021



CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Mahat & Asociados, Inc.	
CONTRACTOR Name	
P	
Signature of Contractor's Authorized Official	•
Rienala pernandez	01/11/2022
Name and Title of Contractor's Authorized Official	Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Cartification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debatred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INBLIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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CONTRACTOR Company Name	Contract Number .
Zicardo / Kennynder	•
Name	
Centreste Prejudos	
Title	
Pa	01/11/2022
Signature	Date

Se dialogo en llamada telefónica sobre el acuerdo que se llego entre la AEE y dicho contratista. Adjunto la última página de dicho contrato lo acordado por las partes para cubrir partes de dicho documento.

Cuantía: \$142,440,846.00

Números de Cuentas: Unidad 5- 01-1071-34501-555-100000104575 Unidad 6- 01-1071-34501-555-100000104576

2016-P00069

San Juan Combined Cycle Units 5 and 6

Long Term Services Agreement

Between

Puerto Rico Electric Power Authority

&

PAGM

MHPS Puerto Rico, LLC

CERTIFICATION OF COMPANY SECRETARY MHPS PUERTO RICO, LLC

I, Tancred King, Secretary of MHPS Puerto Rico, LLC (the "Company"), a limited liability company organized under the laws of the Commonwealth of Puerto Rico, do hereby certify that the following is a true and correct excerpt of the resolution duly adopted by the sole Member of the Company, effective as of March 15, 2016, and that said resolution has not been revoked and is in full force and effect.

"NOW, THEREFORE, IT IS RESOLVED that, David M. Walsh, as President of the Company, is authorized and empowered on behalf of and in the name of the Company to obtain, execute and deliver any and all proposals, bids, agreements, instruments and/or other documents as in his judgement he deems necessary or desirable in the best interest of the Company, for the purpose of transacting the business of the Company."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the

Company this 15th day of March, 2016.

Tancred King Secretary

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Verto Rico

State of Florida County of Seminole

On March 15th, 2016, before me personally appeared Tancred King, who is personally known to me to be the person whose name is subscribed to the above certificate and in my presence he executed same in his authorized capacity as Secretary of MHPS Puerto Rico, LLC.

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YUMIKO CORONADO
MY COMMISSION # FF 099355
EXPIRES: March 9, 2018
Bonded Thru Notary Public Underwriters

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SAN JUAN COMBINED CYCLE UNITS 5 AND 6 LONG TERM SERVICES AGREEMENT ("LTSA")

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WORK ORDERS

WO-1-LTSA-PR	LTSA Work to be done in Puerto Rico
WO-2-LTSA-US	LTSA Work to be done in United States
WO-3-EXTRAWORK-PR	LTSA Extra Work to be done in Puerto Rico
WO-4-EXTRAWORK-US	LTSA Extra Work to be done in United States
WO-5-CRI-US	Comprehensive Rotor Inspection Work

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Exhibit 2	Planned Maintenance Schedule and Work Scope
Exhibit 3	Program Management Duties
Exhibit 4	Remote Monitoring Services
Exhibit 5	Division of Responsibilities Inspection Services
Exhibit 6	Fuel, Water and Air Specification
Exhibit 7	Price List for Covered Parts, and Miscellaneous Hardware
Exhibit 8	Labor Rates for Collateral Damage Repair and Extra Work
Exhibit-9	Equivalent Fired Hours/Effective Starts Formula
Exhibit 10	Covered Parts Repair/Refurbishment Unit Price List
Exhibit 11	Covered Technical Field Assistance
Exhibit 12	Compressor Coverage
Exhibit 13	Comprehensive Rotor Inspection Pre-Assessment (Pre-CRI)
Exhibit 14	Comprehensive Rotor Inspection (CRI)
Exhibit 15	Inspection Labor Supply Responsibilities
Exhibit 16	Quality Management System
Exhibit 17	LTSA Invoicing Example
Exhibit 18	Equivalent Fired Hours Data Verification
Exhibit 19	Work Order and Expenditure Authorization forms
Exhibit 20	(Deleted)
Exhibit 21	Estimated Anticipated LTSA Cash Flow Requirements
Exhibit 22	Termination Amounts
Exhibit 23	Gas Turbine Pre-outage and Post-outage Performance Testing
Exhibit 24	Adjustment of Previous LTSA Variable Fees
Exhibit 25	Parent Corporate Guarantee Form

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LONG TERM SERVICES AGREEMENT San Juan Combined Cycle Units 5 and 6

This Long Term Services Agreement, hereinafter "LTSA", or this "Contract" is made between the Puerto Rico Electric Power Authority, hereinafter referred to as "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, Mister Javier Antonio Quintana Méndez, of legal age, married, engineer, and resident of Guaynabo, Puerto Rico; and MHPS Puerto Rico, LLC, formerly known as MHPS-PR, LLC and hereinafter referred to as the "Contractor", a limited liability company organized and existing under the laws of the Commonwealth of Puerto Rico, represented in this act by its President, Mister David Michael Walsh, of legal age, married, and resident of Winter Springs, Florida, U.S.A., by virtue of Certification of Company Secretary dated as of March 15, 2016, signed by Tancred King, Secretary of MHPS Puerto Rico, LLC. (PREPA and Contractor each a "Party" and collectively the "Parties").

ons

RECITALS

WHEREAS, on December 29, 2005, PREPA and Mitsubishi Power Systems, Inc. ("MPS"), entered into a Master Services Agreement for Professional Services for, among other things, the provision of certain support and assistance to PREPA in connection with two 501F Combustion Turbine Generators and two Ansaldo Steam Turbine Generators including related auxiliary equipment, at PREPA's San Juan Combined Cycle Project (the "Project"), and for long term maintenance services for certain equipment subject of the Master Services Agreement ("MSA");

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WHEREAS, simultaneously with the execution of the MSA, PREPA and MPS executed an Assignment, Assumption and Consent Agreement whereby MPS' rights and obligations under the MSA were assigned and transferred to MPS-PR, LLC ("MPS-PR");

WHEREAS, on December 31, 2007, PREPA and MPS-PR executed a First Amendment to the MSA, the contract No. 2006-P00022-A (hereinafter "Previous LTSA") to, among other things, establish the terms and conditions to govern the long term maintenance services to be provided by MPS-PR at the Project and to increase the maximum funding limit of the MSA;

WHEREAS, on August 29, 2014, an amendment to the MSA was executed to document that on February 14, 2014, MPS-PR changed its name to MHPS Puerto Rico, LLC (hereinafter "MHPS");

WHEREAS, PREPA and MHPS have entered into negotiations for additional long term maintenance services for the Project;

WHEREAS, by virtue of Resolution No.4334, PREPA's Board of Directors has approved the execution of a Long Term Services Agreement with MHPS for the provision of the additional long term maintenance services required in the Project;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter stated, the Parties agree for themselves, their personal representatives, successors, and assignees, as follows:

ARTICLE 1. Definitions

Whenever the words defined in this article or pronouns used instead, are mentioned in this Contract, they shall have the meanings here given:

- 1. "Additional Spare Parts" shall be as defined in Article 5.2.3, Additional Spare Parts.
- 2. "Adjustment of Previous LTSA Fees" shall be as defined in Article 8.5.5.
- 3. "Affiliate" means any entity or person that Controls, is Controlled by, or is under common Control with the Party in question.
- 4. "Applicable Law" shall be as defined in Article 22.2.1.
- 5. "Approved Amendment" shall mean the document used by the Parties to change or modify the Maximum Funding Limit and any other term or condition of the Contract. An Approved Amendment must be agreed upon through the signature of the LTSA Contracting Officer and Contractor's Authorized Representative.
- 6. "Approved Expenditure Authorization Revision" shall mean the document used by the Parties to change or modify the stated value, schedule or any other term or condition stated in an Expenditure Authorization. An Approved Expenditure Authorization Revision must be agreed upon through the signature of the Plant Manager and Contractor's Authorized Representative. An Approved Expenditure Authorization Revision shall not be granted by the Plant Manager if the sum of all Expenditure Authorizations and previously Approved Expenditure Authorization Revisions, when added to the proposed expenditure authorization revision, is greater than the value of the related Work Order. Under this condition, an Approved Work Order Revision must be granted to adequately increase the specified value of

on 8

MOM

Long Term Services Agreement San Juan Combined Cycle Units 5 and 6

the Work Order prior to the Plant Manager granting an Approved Expenditure Authorization Revision.

- 7. "Approved Work Order Revision" shall mean the document used by the Parties to change or modify the stated value, schedule or any other term or condition stated in a Work Order. An Approved Work Order Revision must be agreed upon through the signature of the LTSA Contracting Officer and Contractor's Authorized Representative. An Approved Work Order Revision shall not be granted by the LTSA Contracting Officer if the sum of all Work Orders and previously Approved Work Order Revisions, when added to the proposed work order revision, is greater than the Maximum Funding Limit. Under this condition, an Approved Amendment must be granted to adequately increase the Maximum Funding Limit prior to the LTSA Contracting Officer granting an Approved Work Order Revision.
- 8. "Authorized Representatives" shall be as defined in Article 23 "Dispute Resolution".
- 9. "Base Year" shall be as defined in <u>Article 8.9</u> "Escalation", herein, and shall be applicable to WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US, and WO-5-CRI-US, attached hereto.
- 0. "Business Day" means any Day other than Saturday, Sunday, and any Day which is a legal holiday where the Facility is located.
- 11. "Change in Law" means any change in, or binding change in the judicial or administrative interpretation of a government entity with competent jurisdiction, or adoption of, any Applicable Law, which is implemented after Effective Date, and which has a direct adverse effect on Contractor's performance or costs under this Contract.
- 12. "Collateral Damage Coverage" means the obligation of Contractor to perform and pay for Collateral Damage Repair as described in <u>Article 5.4</u>.

13.	"Collateral D	Damage Repair	" means the p	provision of	Parts or	the pe	erformanc	e of
	Services to	remedy any dar	mage to the Co	overed Unite	(s) due to			
		a defective Co	vere <u>d</u> Part or	Miscellane	ous Hard	ware		
						or by	any defe	ctive
	Service,							
		Collateral Da	amage Repair	definition a	pplies wh	nether c	liscovered	ı 📜
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- 14. "Competitor of Contractor" means any person or entity or Affiliate thereof engaged in the business of designing and/or manufacturing gas turbines that are similar to the Covered Units or engaged in the business of providing parts, repairs or services similar to the parts, repairs or services provided under this Contract for gas turbines that are similar to the Covered Units.
- 15. "Contingency Parts & Supplies" shall be as defined in Article 16.2.2.
- 16. "Contractor-Caused Delay" means any interruption of all or any portion of Contractor's activities undertaken in performing its obligations under the LTSA, to the extent solely caused by Contractor or any other person acting under the authority of Contractor, or any failure of Contractor to perform its material obligations under this Contract. Contractor shall not be liable for any concurrent delays of those for whom PREPA is responsible. Any delay caused by a Force Majeure event shall not be considered as a Contractor-Caused delay.
- 17. "Contractor Good Industry Practice" means the exercise of that degree of skill, diligence and prudence and the utilization of inspection and maintenance practices, having regard to manufacturer's recommendations, which would reasonably be expected from a contractor providing services of the same type as the services provided by Contractor in accordance with the terms of this Contract under the same or similar circumstances. Contractor Good Industry Practices are not limited to optimum practices, methods or acts to the exclusion of all others, but rather are a spectrum of possible practices, methods and acts which could have been expected to accomplish the desired result at reasonable cost consistent with reliability and safety.
- 18. "Contractor Parties" means Contractor, its agents, contractors, sub-contractors, their respective Affiliates and any employee of any of them.
- 19. "Control", when used referring to business or management control, shall mean the possession, directly or indirectly, through one or more intermediaries, of the following: (a) in the case of a corporation, 50% or more of the outstanding voting securities thereof; (b) in the case of a limited liability company, partnership, or similar entity, the right to 50% or more of the distributions therefrom (including liquidating distributions); (c) in the case of any other entity, 50% or more of the economic or beneficial interest therein; or (d) in the case of any entity, the power or authority

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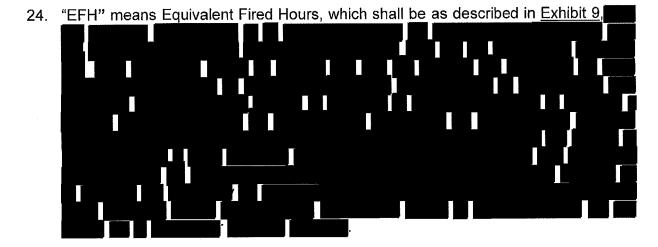
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through the ownership of voting securities, by contract or otherwise, to direct the management, activities or policies of the entity.

- 20. "Covered Parts" shall mean new parts; or repaired and/or refurbished parts from a Covered Unit; or parts included in the Covered Unit(s) as further described in Exhibit 1.
- 21. "Covered Units" shall mean the longitudinal section of the two (2) W501FC gas turbines installed in Combined Cycle units 5 and 6 of PREPA's San Juan Steam Plant, being those portions of each gas turbine which stretch

"Cure Period" means, with respect to an Event of Default, except for payment obligations by PREPA under this Contract, by a Party, (i) the period of days following the Event of Default or, (ii) if the relevant Event of Default cannot be cured by the defaulting Party within days using all reasonable efforts, (a) such longer period as the Parties may agree upon, or, (b) failing such agreement days after the defaulting Party indicates that the cure cannot be effected within days, such period as may be determined pursuant to the applicable Dispute Resolution provisions of Article 23 to be the period within which the defaulting Party should be able to cure such default using all reasonable endeavors.

23. "Effective Date" shall mean the date set forth in Article 4.

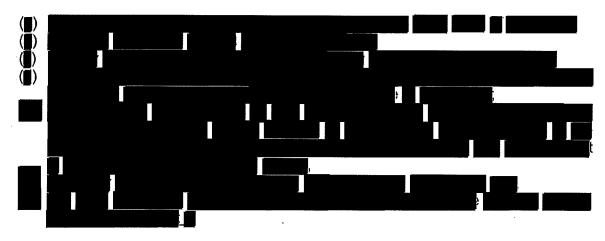


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25. "ES" means Equivalent Start which shall be calculated as described in Exhibit 9

26. "Expenditure Authorization(s)" shall mean the Contract document in the form included herein as Exhibit 19. An Expenditure Authorization shall be written and approved by the Plant Manager. The Plant Manager has authority to write and approve an Expenditure Authorization which authority is granted through the LTSA Contracting Officer's approval of the related Work Order of which the Expenditure Authorization is a part. The Expenditure Authorization shall specifically define and price individual components of the Work that are otherwise broadly defined in the related Work Order. The Expenditure Authorization shall perform the functions specified in Article 8.2 "Expenditure Authorizations".

"Extra Work" means any and all of the Parts provided and Services performed by Contractor, that is not Planned Maintenance, Collateral Damage Repair nor Routine Maintenance, by mutual agreement in writing of Contractor and PREPA, for example, in the following circumstances:



- 28. "Facility" shall mean PREPA's San Juan Combined Cycle Plant which uses two (2) W501FC (DF42) gas turbine-generators installed in San Juan Puerto Rico.
- 29. "Firm Price" shall mean the method of payment under which the Contractor accepts the Work defined in an Expenditure Authorization for a specified amount of money which amount can only be changed through an Approved Expenditure Authorization Revision.

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- 30. "First Fire" the date upon which a Covered Unit first achieves ignition after completion of last Planned Maintenance completed under and in accordance with Previous LTSA. For Unit 5, such date is and for Unit 6 is
- 31. "Fixed Fee" shall be the base amounts to be paid starting from Effective Date on a monthly basis as specified in Article 8.5.2 and identified in Article 8.9 "Escalation" as escalated during each calendar year.
- 32. "Force Majeure" shall have the meaning ascribed to it in Article 15.
- 33. "Generator Unit" means the longitudinal section of the two (2) Westinghouse hydrogen-cooled generators associated to the Covered Units, which stretch from
- "Inspection" means each of the following inspections to be performed on the Covered Units: (a) Combustion Inspection, Turbine Inspection, or Major Inspection, as the case may be, each as more fully described in Exhibit 2.
- 35. "LTSA Contracting Officer" shall mean the Executive Director of PREPA, acting directly or through his designated representatives as notified in writing to Contractor.
- 36. "LTSA End Date" shall be as defined in Article 4.
- 37. "LTSA Invoice" shall be as defined in Article 8.3.1, "LTSA Monthly Invoice"
- 38. "LTSA Invoice Period" shall be as defined in Article 8.3.1, "LTSA Monthly Invoice".
- 39. "LTSA Work" shall be any Work performed as part of WO-1-LTSA-PR for Planned Maintenance Work Performed in Puerto Rico, WO-2-LTSA-US for Planned Maintenance Work Performed Outside of Puerto Rico, WO-3-EXTRAWORK-PR for Extra Work Performed Inside Puerto Rico, WO-4-EXTRAWORK-US for Extra Work Performed Outside of Puerto Rico, and WO-5-CRI-US for the Comprehensive Rotor Inspections of the Covered Units rotors to be performed at Contractor's shop in Savannah, GA.
- 40. "Maximum Funding Limit" shall be as defined in Article 8.7 "Maximum Funding Limit".

- 41. "Maximum Funding Limit 90 Day Notice" shall be as defined in <u>Article 8.7</u> "Maximum Funding Limit".
- 42. "Miscellaneous Hardware" means such as items such as incorporated into the Covered Units and Generator Unit as required to open/close and replacing the Covered Parts during performance of Planned Maintenances and Collateral Damages Repair. Miscellaneous Hardware will be included in the CI/TI/MI kits and a list is attached to this Contract as Exhibit 7.

13. "Non-Covered Parts" shall be any and all parts or components of the Covered Units or Generator Units that are not Covered Parts, Miscellaneous Hardware, or Operational Spare Parts.

- 44. "Operation and Maintenance Manuals" means the manuals provided to PREPA under the original equipment supply contract, as updated from time to time.
- 45. "Operational Spare Parts" means parts necessary for operating the Facility which are not within the scope of Parts required for Planned Maintenance and Collateral Damage Repair.
- 46. "Outage" means a maintenance event on a Covered Unit and shall commence when the Covered Unit is cool, turning gear is disengaged and lockout/tagout per Facility Site Regulations have been completed at the beginning of the first shift and shall end when such Covered Unit is released by Contractor for turning gear operation.
- 47. "Parts" means any Covered Parts, Miscellaneous Hardware, Non-Covered Parts, and components thereof, and Operational Spares supplied by Contractor under the terms of this Contract.
- 48. "Performance Start Date" means the date upon which Contractor's obligation to perform Planned Maintenance and Collateral Damage Repair for the Covered Unit and Generator Unit commences. The Performance Start Date for each Covered Unit under this Contract shall be upon Contractor receiving from PREPA a duly approved and countersigned copy of this Contract.
- 49. "Performance Tests" shall be as defined in <u>Article 5.8</u> and further described in <u>Exhibit 23</u>.
- 50. "Planned Maintenance" means, with respect to the Covered Units, scheduled inspection, testing, and repair, refurbishment or replacement of Covered Parts and

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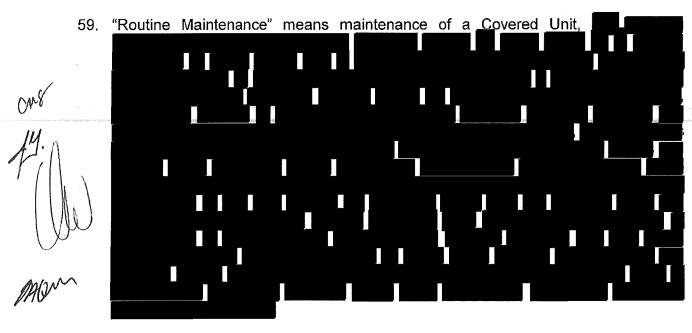
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Miscellaneous Hardware in accordance to Contractor Good Industry Practice, but does not include inspection, testing, and repair, refurbishment or replacement of Covered Parts and Miscellaneous Hardware as a part of warranty under <u>Article 10</u>, Collateral Damage Repair, Routine Maintenance nor Extra Work.

- 51. "Planned Maintenance Inspections" means the work scope performed in accordance with Exhibit 2.
- 52. "Plant Manager" shall mean the PREPA San Juan Steam Plant Manager,
- 53. "Pre-CRI", the Comprehensive Rotor Inspection Pre-Assessment, shall mean the non-destructive examination described in Exhibit 13, to be performed on the turbine rotor discs of each Covered Unit
 - 4. "PREPA-Caused Delay" means any interruption of all or any portion of Contractor's activities undertaken in performing its obligations under the this Contract, to the extent solely caused by PREPA or any other person acting under the authority of PREPA, or any failure of PREPA to perform its material obligations under this Contract. PREPA shall not be liable for any concurrent delays of those for whom Contractor is responsible. Any delay caused by a Force Majeure event shall not be considered as a PREPA-caused delay.
- 55. "PREPA LTSA Program Manager" shall be as described in Article 5.1.2.
- 56. "Project" shall mean the San Juan Combined Cycle Project.
- 57. "Program Manager" shall be the Contractor's representative assigned to provide project management support to PREPA for Contractor's obligation under this Contract as described in Article 5.1.2, with the general duties listed in Exhibit 3.
- 58. "Prudent Utility Practices" means those practices, methods, procedures and acts which, in the exercise of reasonable judgment and in light of the facts known at the time the decision was made (including, but not limited to: at a minimum, standards applicable to the electric utility industry prior thereto) a prudent, skilled and experienced owner and/or operator engaged in the operation and maintenance of a power station and equipment similar to the Facility and the Covered Unit(s) would reasonably follow in connection with its power generation facilities and equipment, acting lawfully, and while having regard to accepted norms of reliability and safety. Prudent Utility Practices are not limited to optimum practices, methods or acts to the exclusion of all others, but rather are a spectrum of possible practices, methods and

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acts which could have reasonably been expected to accomplish the desired result at reasonable cost consistent with reliability, safety and Applicable Laws.



- 60. "Site" shall mean PREPA's San Juan Steam Plant (also known as "AEE Central Generatriz San Juan"), located at Road 28, Mercado Central Ave. corner, San Juan, PR 00920.
- 61. "Subcontractors" shall be defined as third party contractors or suppliers which perform work or supply material and services under a subcontract agreement with the Contractor and in which the Contractor has no equity interest or profit sharing affiliation with the third party contractor. Services or supplies provided by local Subcontractors shall be invoiced pursuant to Exhibit 8.
- 62. "Sunset Termination Date" shall be as defined in Article 4 "Contract Term".
- 63. "Termination Amounts" shall mean the amounts referred to in Exhibit 22.
- 64. "Time and Material" shall mean the method of payment under which the Contractor accepts Extra Work defined in an Expenditure Authorization on a basis which reimburses the Contractor's cost to perform calculated with labor rates, expenses, fees, and markups pursuant to Exhibit 8. Actual labor cost will be invoiced based on customer signed timesheets.

- 65. "Variable Fee" shall be the EFH-based amounts to be paid on a monthly basis as specified in <u>Exhibit 17</u> and as identified in <u>Article 8.9</u> "Escalation" as escalated during each calendar year.
- 66. "Variable Fees Adjustment Prior to a Planned Maintenance Inspection" shall be as defined in Article 8.5.3.
- 67. "Work" shall mean the furnishing of all labor, material, equipment, services, and other incidentals necessary for the Contractor to carry out of all the duties and obligations imposed by this Contract under all Expenditure Authorizations.
- 68. "Work Order" shall mean the Contract document the form of which is included herein as Exhibit 19 and the function of which is further defined in <u>Article 8.1</u> "Work Orders".

ARTICLE 2. INTERPRETATION

2.1 General Interpretation

Unless otherwise indicated by the context:

- (a) Words in singular shall be considered to include plurals, and vice versa. Words in the masculine gender shall be considered to include those of the feminine gender, and vice versa.
- (b) Any reference in this Contract to any person includes its successors and permitted assignees and, in the case of any competent authority, any other Competent Authority that succeeds it in terms of its powers or capacity.
- (c) Any reference in this Contract to an Article or Exhibit refers to an Article or Exhibit of this Contract. The Exhibits are incorporated herein by reference.
- (d) Any other capitalized grammatical form of the defined words or phrases have their corresponding meaning.
- (e) A reference to writing includes typewritten text, printed matter, lithography, photography and any other way of representing or reproducing words, figures or symbols in a final, visible way.
- (f) A reference to a specific time period for executing an obligation refers to that period in the location where the undertaking must be carried out.
- (g) A reference to a Party of this Contract includes the successors and permitted assignees of that Party.

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- (h) A reference to a document or agreement, including this Contract, includes the reference to said document and to any of its subsequent amendments; provided that, in the case of any document or agreement to which neither Contractor nor any Affiliate thereof is a party and which is amended after the Effective Date, no such subsequent document or agreement that alters Contractor's scope of supply or risk hereunder shall be binding on Contractor without its prior written consent, which shall not be unreasonably withheld.
- (i) If any required payment, action or event falls due under this Contract on a day other than a Business Day, such payment, event or matter, unless expressly indicated otherwise, shall be due on the first subsequent Business Day.
- (j) No failure to exercise a right shall constitute a waiver thereof, except in specific cases provided hereunder.
- (k) All references to legal provisions shall be interpreted to include any provisions or amendments thereto that may be forthcoming in the future as well as any regulations that may be decreed to replace those presently in effect.

2.2 Technical meanings

Regarding the words that are not otherwise defined herein and have a commercial or technical meaning that is well known and generally accepted, their well-known meanings shall apply.

2.3 Captions

The captions are only for reference purposes and do not form part of this Contract.

2.4 Interpretation; priority

In the event of conflicts in the following documents (the "Contract Documents") and other supporting documents, the order of precedence of documents in descending order shall be:

- 1. Approved Contract Amendment
- 2. Contract body
- 3. Approved Work Order Revision
- Work Orders
- 5. Exhibits

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- 6. Expenditure Authorization Revision
- 7. Expenditure Authorizations

In the event of a conflict between any one or more Exhibits, the order of precedence shall be as follows: 1, 5, 2, 6, 7, 8, 9, 10, 11, 3, 4, 12, 14, 13, 15, 16, 18, 17, 19, 23, 22, 21, 24, and 25.

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ARTICLE 3. REPRESENTATIONS AND CONTRACTUAL WARRANTIES

3.1 PREPA's Representations and Contractual Warranties

PREPA acknowledges that Contractor has entered into this Contract in reliance on the following representations and contractual warranties made by PREPA, which expressly represents and warrants to Contractor that:

- (i) PREPA is a public corporation and government instrumentality of the Commonwealth of Puerto Rico and is qualified in good standing in each other jurisdiction where a failure so to qualify would have a material adverse effect upon the business or financial condition of PREPA;
- (ii) PREPA has power to conduct its business as presently conducted, to own or hold under lease its assets and to enter into and perform its obligations under this Contract and to consummate the transactions contemplated by this Contract;
- (iii) the execution, delivery and performance of this Contract and the consummation of the transactions contemplated by it have been duly authorized by all necessary or appropriate action on the part of PREPA, and all necessary authorizations have been or will be duly obtained by the Performance Start Date;
- (iv) neither the execution and delivery by PREPA of this Contract nor the performance of its obligations under it will contravene or constitute a default under any provision contained in any Applicable Law, judgment, order or authorization to which PREPA is subject or by which PREPA or any material part of its assets is bound or affected, or in any agreement or instrument to which it is a party;
- (v) the Contract will constitute legal, valid, binding and enforceable obligations of PREPA;



- (vi) no judgment has been given in legal proceedings and no arbitral or administrative award has been given and there are not pending or, to the knowledge of PREPA, threatened, any litigation, arbitration or administrative actions or proceedings before a court, arbitrator or competent authority which by itself or together with any other such proceedings, if determined adversely to PREPA, would materially and adversely affect the ability of PREPA to perform its obligations under this Contract; and,
- (vii) PREPA Representation of Financial Condition. It is a matter of general public knowledge that by the Effective Date the Government of the Commonwealth of Puerto Rico, including PREPA, has been facing critical fiscal challenges that may adversely affect the cash flow that is necessary to comply with all of its payment obligations with bondholders (public debt) and to pay for all of the expenses that are required to guarantee the operation, continuity and stability of PREPA. In consideration for the Contractor to execute this Agreement, PREPA hereby represents, warrants, acknowledges, and agrees that the Contractor is an essential supplier for PREPA that the Work to be performed by the Contractor under this Agreement is necessary for PREPA to continue performing its public functions.

PREPA also represents, warrants, acknowledges and agrees that the Work of the Contractor pursuant to the terms and conditions of this Agreement, is an essential service for PREPA to be able to guarantee the wellbeing of the citizens of Puerto Rico by providing the required maintenance of the Covered Units to effectively and efficiently produce the electric energy that is necessary for the Commonwealth of Puerto Rico to ensure the continuity of essential services such as public health, safety, education and public welfare.

PREPA hereby represents and warrants to the Contractor that (i) all amounts payable by PREPA pursuant to the term of this Contract for the Expenditure Authorizations that will be necessary for the Contractor to perform all of the Work Orders in accordance with the terms and conditions of this Contract constitute and qualify as a "Current Expense" under and as defined in that certain Trust Agreement, dated as of January 1, 1974, as amended (the "Trust Agreement"), by and between PREPA and U.S. Bank National Association, successor trustee thereunder, which amounts are reasonable and necessary with other expenses of PREPA to operate the System (as defined in the Trust Agreement), and constitute expenses that are permitted by standard practices for public utility systems and generally accepted accounting principles, and are reasonable for operating the System in an efficient and economical manner; and (ii) the Trust Agreement has not been modified or amended in any way that affects the definition or priority of

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Current Expenses, including without limitation that to the extent provided by the Trust Agreement, all Revenues (as defined in the Trust Agreement), other than income from investments made under the provisions of the Trust Agreement, will be deposited to the credit of the General Fund (as defined in the Trust Agreement) and applied in accordance with Article V of the Trust Agreement.

PREPA hereby represents and warrants to the Contractor that PREPA will include as Current Expenses in the Annual Budget (as defined in the Trust Agreement) and in PREPA's internal annual budget (together with the Annual Budget, the "Budgets") the payment in full of all Expenditure Authorizations that will be necessary for the Contractor to perform all of the Work Orders in accordance with the terms and conditions of this Contract.

PREPA represents, acknowledges and warrants to the Contractor that the terms and conditions of this Agreement, including the use of funds through the Expenditure Authorizations, do not: (i) violate or interfere in any way with any previous agreement executed by PREPA with any third party, including but not limited to PREPA's agreements with its bondholders; and (ii) violate any applicable Commonwealth or Federal respective constitutions, laws, regulations, guidelines or priority rules enacted for the proper and correct use of public funds.

3.2 Contractor's Representations and Contractual Warranties

Contractor acknowledges that PREPA has entered into this Contract in reliance on the representations and contractual warranties made by Contractor in the following terms, and Contractor represents and warrants to PREPA that:

- (i) Contractor is a limited liability corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Puerto Rico and is qualified in good standing in each other jurisdiction where the failure so to qualify would have a material adverse effect upon the business or financial condition of Contractor;
- (ii) Contractor has power to conduct its business as presently conducted, to own or hold under lease its assets, and to enter into and perform its obligations under this Contract and to consummate the transactions contemplated by this Contract;
- (iii) the execution, delivery and performance of this Contract and the consummation of the transactions contemplated by it have been duly authorized by all

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necessary or appropriate action on the part of Contractor, and all necessary authorizations have been duly obtained and are now in full force and effect;

- (iv) neither the execution and delivery by Contractor of this Contract nor the performance of its obligations under it will contravene or constitute a default under any provision contained in any Applicable Law, judgment, order or authorization to which Contractor is subject or by which Contractor or any material part of its assets is bound or affected, or in any agreement or instrument to which it is a party;
- (v) the Contract will constitute legal, valid, binding and enforceable obligations of Contractor; and,
- (vi) no judgment has been given in legal proceedings and no arbitral or administrative award has been given and there are not pending or, to the knowledge of Contractor, threatened, any litigation, arbitration or administrative actions or proceedings before a court, arbitrator or competent authority which by itself or together with any other such proceedings, if determined adversely to Contractor, would materially and adversely affect the ability of Contractor to perform its obligations under this Contract.

3.3 Contingent Fees

The Contractor represents that it has not, and that it will not, provide to any employee, official or director of PREPA any profit or benefit to be obtained by Contractor under this Contract in violation of any Applicable Law. Breach of this representation shall give PREPA the right to annul the Contract or, at its discretion to deduct from the price or consideration the amount of such commission, percentage, brokerage or contingent fees, profit or benefit.

ARTICLE 4. CONTRACT TERM

4.1 <u>Term</u>

The "Term" of the LTSA shall commence upon execution of the LTSA, ("Effective Date"), and shall continue until "LTSA End Date", which will be the later of: a) the earlier of Unit 5 reaching (i) and the previous or (iv) and the previous LTSA; and (c) the completion of the second Major Inspection (MI) performed on each Covered Unit under this Contract.

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Long Term Services Agreement San Juan Combined Cycle Units 5 and 6

While the Term of the Contract is as indicated above, actual performance of the Contract as to each Covered Unit shall commence from the Performance Start Date and shall expire as to each Covered Unit at the point in time when the conditions indicated in this Article are satisfied as to that Covered Unit.

4.2 <u>Sunset Termination</u>

Notwithstanding the foregoing, if the Term has not expired under <u>Article 4.1</u> by the date that is fifteen (15) years following the Effective Date (the "Sunset Termination Date"), this Contract will automatically terminate. Upon such termination the Parties shall perform a "true-up" in accordance with the provisions of <u>Exhibit 22</u>,

ARTICLE 5. CONTRACTOR'S SCOPE OF WORK

The Long Term Service Agreement (LTSA) includes both planned and unplanned work (Extra Work) that is performed by the Contractor both inside and outside of Puerto Rico. Planned LTSA work performed inside of Puerto Rico has been included in Contract Work Order WO-1-LTSA-PR. Extra Work performed inside of Puerto Rico has been included in Contract Work Order WO-3-EXTRAWORK-PR.

Planned work performed outside of Puerto Rico has been included in Contract Work Order WO-2-LTSA-US. Extra Work performed outside of Puerto Rico has been included in Contract Work Order WO-4-EXTRAWORK-US.

The planned work specified in WO-1-LTSA-PR and WO-2-LTSA-US is firm price (subject to <u>Article 8.9</u> "Escalation") and extends until the LTSA End Date. WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US have been established for the purpose of using Expenditure Authorizations (pursuant to <u>Article 8</u>, "Price and Payment Terms") to purchase Extra-Work from the Contractor and the prices used for such Extra Work Orders are subject to <u>Article 8.9</u> "Escalation".

5.1 LTSA Work Purchased Under WO-1-LTSA-PR and WO-2-LTSA-US

The LTSA consists of the following work components which are supplied under the above referenced Work Orders:

5.1.1. Work performed inside Puerto Rico under WO-1-LTSA-PR

a. Planned Maintenance Inspections of the Covered Units

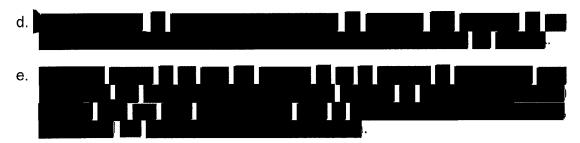
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b. Transportation of Parts from port to Site and from Site to port in connection with Planned Maintenances.

5.1.2. Work performed outside of Puerto Rico under WO-2-LTSA-US

- a. The Contractor shall assign a program manager in Contractor's service center in with the duties and responsibilities as specified in Exhibit 3 (the "Program Manager"). Contractor's LTSA Program Manager shall inform and communicate with his PREPA's Program Manager counterpart (the "PREPA LTSA Program Manager"). The Program Manager and the PREPA LTSA Program Manager shall monitor and manage the LTSA contractual obligations, liabilities, modifications and changes as required.
- b. Supply and repair of the Covered Parts, as described in Exhibit 1.
- c. Remote Monitoring Services, as described in Exhibit 4.



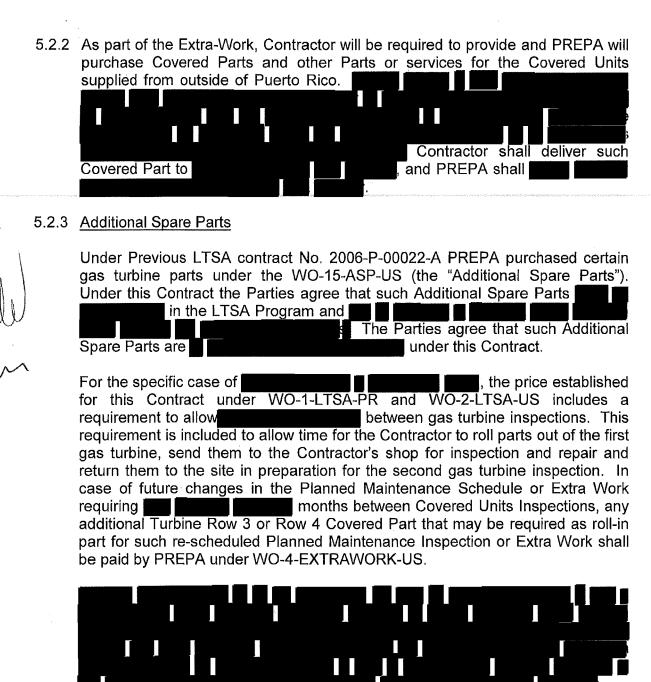
5.2 Extra-Work Performed Under WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US

In the event that Extra Work must be performed on Covered Units, PREPA shall purchase, subject to 5.2.1 and 5.2.2 below, the Extra Work from the Contractor through the execution of an Approved Expenditure Authorization under WO-3-EXTRAWORK-PR for work performed inside Puerto Rico and WO-4-EXTRAWORK-US for work performed outside of Puerto Rico. The requirement for PREPA to purchase Contractor Provided Parts for Extra Work as herein stated applies only to the Covered Units.

5.2.1 As part of the Extra-Work, Contractor will be required to provide and PREPA will purchase Contractor labor services for the Covered Units pursuant to WO-3-EXTRAWORK-PR.

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5.3. Outage Durations

Where PREPA and Contractor have agreed that Planned Maintenance will be performed during a given time period, detailed scheduling of the work scopes will be proposed by Contractor at a pre-Outage meeting approximately to the anticipated start of that Planned Maintenance Outage. Planned Maintenance will be performed working Using this shift arrangement, Planned Maintenance can be performed in the following durations to be coordinated within the overall outage schedule:

Combustor Inspection
Turbine Inspection
Turbine Inspection with Pre-CRI
Major Inspection



Outage durations begin when the Covered Unit is cool, turning gear is disengaged, and PREPA's safety work clearances are signed by Contractor, and end when Contractor releases the Covered Unit for turning gear operation; provided however, that any delays due to PREPA scope of work or work otherwise not under the direct control of Contractor will not be counted as part of the Outage duration.

In addition to durations indicated above, Contractor will provide start-up support with In the case of Major Inspections the start-up support days, but also including demobilization (travel in/out expenses) for advance.

Any additional stand-by time will be billable to PREPA as Extra-Work under WO-4-EXTRAWORK-US.

Outage durations above include work on MHPS Holidays indicated in <u>Exhibit 8</u>. However, in case of delays due to PREPA's non-compliance of its DOR due to Puerto Rican national holidays, those delays shall be invoiced as Extra-Work.

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In the event Contractor receives the aforementioned notice from PREPA and. subject to Excusable Delays as provided in Article 7, any failure by Contractor to complete Planned Maintenance Inspections in accordance with the applicable durations listed in Article 5.3.2, plus a deadband of will subject Contractor to liquidated damages in the amount of Contractor's liability for such liquidated damages shall be capped at: Payment of these liquidated damages will be PREPA's sole and exclusive remedy for failure to timely complete such Planned Maintenance Inspection. Any delays in completing a Planned Maintenance Inspection that are not attributable to Contractor, including Extra Work being performed during such Outage, will be excluded from the calculation of liquidated damages. 5.3.2. Optional Extra-Work Outage Duration Guarantee. Parties agree that duration of Extra Work or Collateral Damage Repairs typically is not predictable before starting such work. Therefore, in the case of Extra Works of Collateral Damage Repairs, liquidated damages and bonuses in the same amounts, with a deadband s shall only be applicable by previous agreement and written acceptance of both Parties to exercise the Outage Duration Guarantee and in regard to the duration and other conditions that may be applicable for such specific Extra Work or Collateral Damage Repair. 5.4 Collateral Damage Repair. 5.4.1 PREPA shall utilize Contractor to perform all Collateral Damage Repair on an exclusive basis. Contractor's obligation with respect to Collateral Damage Repair shall start If PREPA believes that any Covered Unit requires Collateral Damage Repair during the Term of this Contract, PREPA shall promptly consult with the Program Manager to determine the necessity of such Collateral Damage Repair by telephone, fax or in writing and if such Collateral Damage Repair is reasonably determined to be necessary, PREPA shall promptly make such Covered Unit available for such Collateral Damage Repair. Contractor will perform Services and make available necessary for Collateral Damage Repair at the Site by the date mutually agreed upon by PREPA and Contractor.

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PREPA and Contractor shall use all efforts to start and

complete Collateral Damage Repair as promptly as possible under the circumstances, and shall use reasonable efforts to minimize any disruption to the normal operations of the Facility and minimize the length of any periods when the Covered Unit is unavailable for power generation. PREPA and Contractor shall agree on a schedule for Collateral Damage Repair.

ons My 5.4.2. Contractor shall bear the costs of Collateral Damage Repair to the extent of Collateral Damage Coverage in accordance with and subject to the allocation of costs and the limits set forth in <u>Article 11.6</u>. PREPA shall bear the costs of all Collateral Damage Repair not covered by Collateral Damage Coverage.

5.5 Covered Technical Field Assistance

PREPA shall be entitled to use Covered Technical Field Assistance within the terms and conditions described in Exhibit 11.

5.6 <u>Comprehensive Rotor Inspection Pre-Assessment (Pre-CRI)</u>

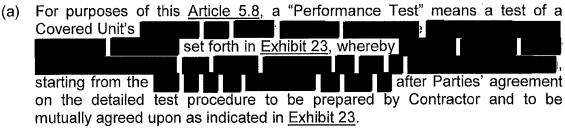
A Pre-CRI inspection in Exhibit 13.

5.7 Comprehensive Rotor Inspection (CRI)

Comprehensive Rotor Inspections (CRI) base scope as more specifically set forth in Exhibit 14.

5.8 <u>Planned Maintenance Inspection Performance Test</u>.

The purpose of the performance testing procedure (set forth in <u>Exhibit 23</u>) is to provide an agreed upon method for the determination of the relative change (difference) in output and heat rate of a Covered Unit between the performance of a Pre-Outage Performance Test and a Post-Outage Performance Test (collectively, the "Performance Tests"). The intent of the testing procedure is to assure that the Covered Unit performance after a Planned Maintenance Inspection of the turbine section (TI or MI)



In establishing a pre-Outage performance baseline for a Covered Unit, not some prior to the scheduled commencement of an TI or MI, PREPA shall provide notice to Contractor of any performance concerns relating to the Covered Unit (including reliability, power output, heat rate, or supervisory instrumentation), along with supporting data, including results of any Performance Test performed by PREPA. PREPA and Contractor shall consult and seek in good faith to reach agreement on the actual measured values for any such performance level based on the most immediately prior Performance Test and Facility instrumentation.

- (c) PREPA shall perform a Performance Test following the completion of each TI and MI (a "Post-Outage Performance Test") to measure Covered Unit performance.
- (d) PREPA shall notify Contractor not later than Dutage Performance Test is scheduled to commence, and Contractor shall have the right, but not the obligation, to be present during such performance. Review or attendance by Contractor shall in no event be deemed to be considered a waiver of PREPA's obligation to conduct such Performance Test in accordance with, and subject to, the provisions set forth in Exhibit 23.
- (e) PREPA shall bear the cost and expense of independent fuel sampling or Facility supervisory instrumentation calibration for any Pre-Outage Performance Test and Post-Outage Performance Test.

ARTICLE 6. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

6.1 <u>PREPA Obligations</u>. In addition to PREPA's other obligations herein, PREPA shall have the following additional obligations:

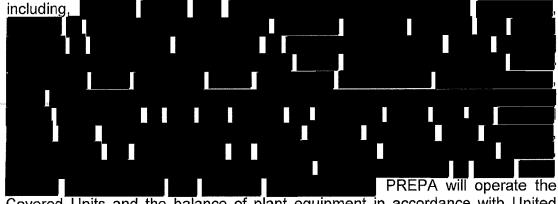
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shall be implemented by

Long Term Services Agreement San Juan Combined Cycle Units 5 and 6

6.1.1 PREPA shall perform routine maintenance of a regular, preventive or minor nature that is performed periodically, during unit shutdown or during operation, to maintain equipment in working order on a day-to-day basis to minimize outages, including,



Covered Units and the balance of plant equipment in accordance with United States power industry utility grade standards and the applicable Operations and Maintenance Manuals which pertain to the Covered Units. No changes in the control logic and settings of the Covered Units which may affect unit performance, reliability, or machine limitations (

PREPA without previous notification to Contractor.

6.1.2 PREPA is responsible for providing all Operational Spares for the Facility, provided that PREPA may, at its option, purchase Operational Spares for the Covered Unit from Contractor as Extra Work pursuant to the terms of this Contract.

- 6.1.3 PREPA shall provide such access to the Facility as Contractor may reasonably request for the purpose of performing its obligations under the Work Order. In all cases where Contractor requires immediate access to the Facility to carry out its obligations under the Work Order, PREPA shall provide its full cooperation and all assistance reasonably required to expedite such access.
- 6.1.4 Wherever work is being performed by PREPA's own forces or by other contractors which is contiguous to the Work, PREPA shall be responsible to coordinate with Contractor to secure the completion of the various portions of the work in general harmony with Contractor's Work. In the event that PREPA needs

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Long Term Services Agreement San Juan Combined Cycle Units 5 and 6

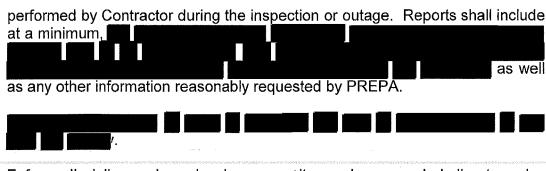
to perform work in Contractor's secured area, Parties shall first agree upon the methods and procedures used.

- 6.1.5 Additionally, during the Term of this Contract, PREPA shall provide, and/or reasonably ensure the availability of the following at no cost to Contractor:
 - a. Sufficient clean and dry secured space for the proper storage of Covered Parts, parts, material equipment and Miscellaneous Hardware necessary to support the requirements of the LTSA.
 - b. Upon Contractor's request, access to reasonably necessary technical information, equipment manuals, control logic, and drawings related to the Facility for the use of Contractor's personnel, and reasonable access to existing operation and maintenance records maintained by PREPA related to the Covered Units or the Facility.
 - c. Reasonable access to and reasonable use of space next to the Covered Units for lay down, inspection and/or repairs associated with the LTSA scope of work. Such access shall include access to roads.
 - d. The procurement and maintenance of all necessary authorizations, exemptions, permits and licenses required to lawfully operate the Facility and to perform its obligations under the Contract.
 - e. Complete fuel monitoring records which shall be made available to Contractor at all times. Contract shall also be granted access and ability to directly take fuel samples from the Covered Units' fuel system and fuel storage tanks, in coordination and compliance with Site safety and operational procedures.
 - f. The activities defined as PREPA's responsibility in Exhibit 5 "Division of Responsibilities Inspection Services".
- 6.2 <u>Contractor Obligations</u>. In addition to Contractor's other obligations herein, Contractor shall have the following additional obligations:
 - a. Provide a preliminary report upon completion of Planned Maintenance Inspection or Extra Work outage and provide a detailed written report within the completion of each Planned Maintenance Inspection or Extra Work outage identifying the condition of the Covered Units prior to the inspection or outage, the condition in which the Covered Units were left after the inspection or outage and the LTSA Work or other relevant work that was

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- c. Enforce discipline and good order among its employees and shall not employ on the Work an unfit person or anyone not skilled in the Work assigned to such employee.
- d. During Planned Maintenance Inspections, Contractor shall provide PREPA an updated to the contract of a second part of the contract of the c

6.3 Obligations Concerning Parts and Miscellaneous Hardware

As requested and paid through an Approved Expenditure Authorization or PREPA purchase order, and subject to Article 5.4.1 as applicable, Contractor shall supply through its own manufacturing process or through a third party supplier any part required to repair or replace existing parts for which PREPA is responsible to purchase for use in the Covered Units.

In order to maintain the highest possible availability of the Covered Units.

Within after Contractor completes and submits the roll-out parts inventory following every Outage, PREPA shall issue a pro forma invoice and packing list for all the Covered Parts dismounted during such Outage, and shall those Covered Parts ready to be picked up by Contractor's freight forwarder with the purpose of being shipped as soon as possible to Contractor's repair shop in

6.4 Site Obligations

At a mutually agreed upon date, the Plant Manager and the Program Manager shall meet to discuss planning of Planned Maintenance and Extra Work for the following calendar year for the purpose of timely preparation for the supply of parts and services. The Plant Manager and the Program Manager shall cooperate in the scheduling, coordination and planning of the Covered Unit Outages. No less than

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prior to the Outage date, Program Manager shall provide a written plan to the Plant Manager outlining the Outage logistics for the Covered Unit (and as necessary for the associated auxiliary equipment) and identifying all interface and Division of Responsibilities (DOR) requirements between PREPA and Contractor that may be necessary to efficiently perform the Outage. No less than to the Outage date, the Program Manager and a Contractor's Field Service representative shall meet with the Plant Manager and other PREPA designated representatives to review the outage planning, the preliminary outage schedule (Gantt chart), the Outage Resource Schedule, and to coordinate any interface and DOR requirements necessary for the Contractor to efficiently perform its work.

PREPA and Contractor shall coordinate and confirm and PREPA shall execute completion of the relevant procedures necessary to render the Covered Units and other related equipment safe, in compliance with lockout/tagout (LOTO) procedures, prior to commencement of any Planned Maintenance Inspections or Extra Work.

During Outages, PREPA and Contractor shall have a daily coordinating meeting to review the updated schedule and timely identify any PREPA-caused or Contractor-caused delays that Parties may be aware of.

PREPA-Caused Delays

The relationship of Contractor and PREPA is one of cooperation to adhere to the schedule for the Work. In the event that any PREPA-Caused Delay has a material adverse effect on Contractor's ability to perform its obligations under the LTSA. Contractor shall promptly, either verbally or in writing, provide notice to PREPA of Provided that Contractor has provided written notice of PREPA such delay. of Contractor becoming aware of such Caused delay PREPA-Caused delay event, then any agreed upon schedule dates under the LTSA will be extended by the period of time determined by the schedule as reasonably necessary to make up for any such PREPA-Caused Delay.

after the occurrence of any PREPA-Caused Delay, Contractor shall provide PREPA with a preliminary analysis of the actual impact of such event on any relevant schedule related to Contractor's performance of its obligations under this Contract. after receiving the preliminary analysis PREPA shall confirm or deny acceptance of said preliminary analysis in writing. In case of acceptance PREPA shall provide an Expenditure

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Authorization or purchase order number that can later be used by Contractor to issue an invoice for such PREPA-Caused delays, if required.

In the event that any PREPA-Caused Delay causes Contractor to incur directly related costs or expenses in excess of those costs associated with the LTSA Work; then, provided the Contractor gives PREPA written notice and supporting documentation of such PREPA-Caused Delay and PREPA has not rejected within the above referenced timeframes, PREPA will reimburse Contractor for the same upon issuance of an invoice by Contractor. Any dispute between PREPA and Contractor in regards to costs or schedule adjustments, such dispute shall be addressed in accordance with Article 23.

6.6 Exclusivity

During the Term, PREPA shall utilize Contractor, on an exclusive basis, for the provision of to be performed on the during any and all and on the Covered Unit(s).

Provided PREPA has followed the technical advice of Contractor, in the event

Provided PREPA has followed the technical advice of Contractor, in the event Contractor (i) fails to repair or correct an issue existing on equipment subject to this exclusivity clause due to a performance issue by Contractor; (ii) Contractor fails to cure such failure within or such longer period is reasonable given the nature of the repair, and (iii) Contractor acknowledges such issue exists and the Covered Equipment or Generator Units cannot be returned to service, then PREPA may self-perform such repair

ARTICLE 7. EXCUSABLE DELAYS

Contractor shall not be liable for any delay in the performance of its obligations due to: (i) causes beyond its reasonable control, such as acts or omissions of third parties, including PREPA (but not including Contractor Parties and Subcontractors); (ii) Force Majeure events, as defined in Article 15; or (iii) a Change in Law which materially and directly affect the provisions of Contractor's services. In the event of the delays set forth in (i) and (iii), the time of performance shall be extended for a period equal to the time lost by reason of the delay and Contractor shall be entitled to recover from PREPA supported direct additional costs incurred by Contractor as a direct result of such delay. For the delay set forth in (ii), the time of performance shall be extended for a period equal to the time lost by reason of the delay caused by the Force Majeure event.

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ARTICLE 8. PRICE AND PAYMENT TERMS

8.1 Work Orders

Work Orders shall be entered into on or after the Effective Date of this Contract and shall be prepared in the format shown in Exhibit 19. Each Work Order shall; (i) specify categories of Work to be performed under the Contract, and; (ii) shall include an estimated value showing the anticipated amount to be paid by PREPA to Contractor to complete the category of Work described therein, and; (iii) shall indicate any additional Contract terms and conditions agreed to between the Parties as they pertain to the category of the Work described in the Work Order, and; (iv) shall be approved by the Parties through signature of the LTSA Contracting Officer and the Contractor. The estimated value of the Work Order may include Work performed on both a Firm Price and Reimbursable Cost basis. Amendments or equitable adjustments to a Work Order shall be made through an Approved Work Order Revision signed by the LTSA Contracting Officer. Expenditure Authorizations written under a Work Order shall be approved by the Plant Manager only after the LTSA Contracting Officer has approved the subject Work Order.

Work Orders shall be approved by the LTSA Contracting Officer after which Expenditure Authorizations shall be written and approved by the Plant Manager under the authority of the related Work Order. No Work shall be performed by the Contractor until, (i) a Work Order has been approved by the LTSA Contracting Officer; and, (ii) an Expenditure Authorization, written under the authority of the approved Work Order has been approved by the Plant Manager. The sum of all Work Orders written under the terms and conditions of the Contract shall not exceed the Maximum Funding Limit, as amended.

When all Expenditure Authorizations written and performed under a Work Order are closed as specified below, the Work Order will be closed. To close the Work Order, the sum of all closed Expenditure Authorizations written under the Work Order shall first be subtracted from the current value of the Work Order to obtain the value of the remaining funds. The Work Order shall then be amended through the use of an Approved Work Order Revision in the amount necessary (debit amount) so that when added to the remaining funds, the value of the Work Order shall equal zero.

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8.2 Expenditure Authorizations

All amounts paid by PREPA to Contractor for completion of the Work under this Contract shall be invoiced by Contractor and paid by PREPA under an Expenditure Authorization or an Approved Expenditure Authorization Revision prepared in the format shown in Expenditure Authorization prepared in the format shown in Expenditure Authorization prepared in the detailed scope and schedule for the portion of Work being performed through the Expenditure Authorization under the subject Work Order, of which the Expenditure Authorization is a part; (ii) shall specify the value of the Expenditure Authorization and the payment terms, which shall be either a Time and Material or Firm Price basis; and, (iii) shall be approved by the Parties through signature of the Plant Manager and the Contractor prior to the commencement of the Work therein specified in accordance with Article 8.3.1 below. Contractor's invoicing under any individual Expenditure Authorization shall not exceed the value of the Expenditure Authorization. An Expenditure Authorization may be revised through an Approved Expenditure Authorization Revision approved by the Parties through signature of the Plant Manager and Contractor.

Subject to Article 14 (Changes), the total value of all Expenditure Authorizations and Approved Expenditure Authorization Revisions approved by the Plant Manager under each individual Work Order shall not exceed the value of the Work Order.

Upon completion of all Time and Material and Firm Price Work specified under an Expenditure Authorization, the Expenditure Authorization shall be closed. To close the Expenditure Authorization, the value of the Expenditure Authorization shall be amended through the use of an Approved Expenditure Authorization Revision by the Plant Manager in the amount necessary (debit amount) so that when added to the remaining funds available under the Expenditure Authorization, the value of the Expenditure Authorization shall equal zero.

8.3 Contractor's Invoice

8.3.1 LTSA Monthly Invoice

Separate LTSA invoices shall be prepared for WO-1-LTSA-PR and WO-2-LTSA-US in general compliance with the LTSA sample invoices included in <u>Exhibit 17</u> (the "LTSA Invoice"). The monthly LTSA Invoice calculations shall extend from 12 midnight of the last day of the preceding month to 12 midnight on the last day of the current month (the "LTSA Invoice Period"). Contractor's first LTSA Invoice shall be submitted pursuant to <u>Article 8.5.1</u> "Mobilization Fee".

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Contractor's second and subsequent LTSA Invoices shall be submitted and paid pursuant to this Article.

Invoices for WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US shall be in accordance with this Article.

All undisputed amounts of the WO-1-LTSA-PR, WO-2-LTSA-US, and WO-5-CRI-US invoices, as well as the invoices for Extra-Work valued under WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US shall be due and payable within sixty (60) calendar days of the date after the relevant invoice with supporting documentation was received by PREPA. In case that Extra Work estimate is valued above Contractor shall be entitled to submit a mobilization invoice for such estimated Extra Work value to be paid within days after PREPA received the invoice; the balance of Extra Work payment shall be due and payable within calendar days of the date after relevant invoice with supporting documentation was received by PREPA.

Contractor shall not be required to mobilize any Parts, or personnel to Site to perform Planned Maintenance Inspections, Extra Work, Covered Technical Field Services, or Collateral Damage Repair, or to commence or continue with repairs to Covered Parts at Contractor's shop until all undisputed amounts included in overdue invoices are fully paid to Contractor. Contractor shall not be liable for any warranty claims or Collateral Damage Coverage if Unplanned Maintenance is not carried out in accordance with the intervals stated in this Contract due to Contractor not mobilizing to Site or not having Covered Parts repaired on time due to PREPA's failure to timely pay invoices and no additional notice shall be required from Contractor that Contractor does not intend to mobilize or commence or continue with Covered Parts repairs due to non-payment.

Amounts unpaid after the date on which payment is due and owing shall bear interest at the legal rate for public obligations as published by the Financing Institution Commissioner Office of the Commonwealth of Puerto Rico during the period of occurrence of any delay on payments, until payment is made to Contractor. Contractor shall be entitled to invoice such interest on a monthly basis and, to the extent allowed under Applicable Law. If an amount of any invoice is disputed by PREPA and later found in favor of the Contractor, the unpaid amount shall bear interest from that point in time for which the disputed amount was originally due and payable.

8.3.2 Apart from the special professional and consulting services contribution as described in <u>Article 9.3</u> and when applicable, no other retention shall be withheld

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from any Contractor invoices, provided that Contractor had previously submitted to PREPA's Treasury Division a valid Total Waiver Certificate from Withholding at Source, in compliance with the Internal Revenue Code for a New Puerto Rico, in force as of Effective Date.

8.3.3 Contractor's invoices for services under WO-3-EXTRAWORK-PR AND WO-4 EXTRAWORK-US may include payment on account of materials delivered to the Site, which are suitably packed by Contractor to be then stored and protected by PREPA prior to incorporation into the Work. Partial payments for material and equipment stored on Site shall be conditioned upon submission by the Contractor of evidence of manufacture and acceptance, bills of sale or other proof satisfactory to PREPA to establish that title will transfer to PREPA upon its payment for such materials or equipment. Contractor shall secure appropriate insurance and arrange for transportation of such materials or equipment to the Site where required.

8.3.

The Contractor warrants that the title to all Work covered by an invoice will pass to PREPA no later than the time of that Work for which Contractor has received payments from PREPA shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor and its Subcontractors or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.4. CRI invoicing and payment

The price of the CRI base scope to be performed on both Covered Units as indicated in <u>Article 5.7</u> and <u>Exhibit 14</u> is not included in the monthly LTSA invoices but shall be separately invoiced against Approved Expenditure Authorizations under WO-5-CRI-US, according to the following payment schedule:

i)	per unit for CRI base scope rotor required procurement and machining shop slot reservation, to be invoiced CRI scheduled start date.	hardware
ii)) Final CRI base scope payment of to be invoiced upon	-

Any rotor repair, parts, or additional machining emergent work beyond the CRI base workscope described in <u>Exhibit 14</u> shall be invoiced and paid by PREPA as Extra Work.

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Payment amounts indicated in this <u>Article 8.4</u> and all pricing in <u>Exhibit 14</u> subject to price escalation per <u>Article 8.9</u> for Approved Expenditure Authorizations or purchase orders issued by PREPA

8.5 LTSA Payments

8.5.1 Mobilization Fee (Applicable to WO-1-LTSA-PR and WO-2-LTSA-US)

The mobilization fee is a one-time fee charged to compensate for the Variable Fees corresponding to all EFH accrued by the Covered Units from First Fire until the Effective Date, inclusive (the "Mobilization Fee"). A Mobilization Fee invoice shall be issued by Contractor

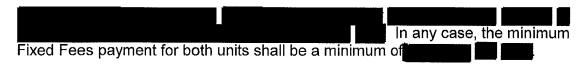
| Defore mobilizing to Site any resources to perform the first Planned Maintenance Inspection under this Contract.

| Contractor shall not be required to mobilize any Parts, tools, or personnel to perform any Planned Maintenance Inspection, Collateral Damage Repair, Extra-Work or Covered TFA at Site until receiving full payment of the

8.5.2 Fixed Fees (Applicable to WO-1-LTSA-PR and WO-2-LTSA-US)

During the term of the LTSA, the Fixed Fee shall be calculated by applying any applicable escalation pursuant to <u>Article 8.9</u> to the Base Fixed Fee specified in WO-1-LTSA-PR and WO-2-LTSA-US.

Fixed Fees shall be prorated for the first LTSA Invoice by counting the number of days starting with the day after the LTSA Effective Date and ending with the last day in the month divided by the number of days in the month and then multiplying by the Fixed Fee. An equivalent prorating method shall be used to account for any portion of the month in which the LTSA End Date occurs.



Except for supporting documentation for escalation calculations pursuant to Article 8.9 "Escalation", Contractor shall not be required to provide any other supporting documentation in order to receive Fixed Fee payment approval.

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8.5.3 Variable Fee (EFH Cost Component) Calculations (Applicable to WO-1-LTSA-PR and WO-2-LTSA-US)

EFH and ES shall be calculated for each gas turbine pursuant to <u>Exhibit 9</u> (applicable to EFH/ES calculations for WO-1-LTSA-PR and WO-2-LTSA-US) using operating data from each respective gas turbine.

EFH shall be accrued starting at First Fire for each gas turbine. All EFH accrued between First Fire and the Effective Date shall be invoiced as Mobilization Fee, per <u>Article 8.6.1</u>. All EFH accrued between the LTSA Effective Date and the end of March 2016 shall be computed to calculate the Variable Fees of the first LTSA Invoice.

Starting with the second LTSA Invoice and for each LTSA Invoice thereafter, LTSA Invoice components that are based on EFH shall be calculated as stated above using the EFH for each gas turbine that has accrued during the LTSA Invoice Period.

During the Term of this Contract, the Parties shall keep at all times records of both EFH and ES accumulated by the Covered Units. Those records of EFH and ES shall be periodically reviewed by the Program Manager and, in case that a change in the predominant dispatch rate or operational events of the Covered Units had caused a Covered Unit to be closer to complete the next Planned Maintenance Interval in ES rather than EFH, the Program Manager will notify PREPA to reschedule outage planning in accordance with Article 6.4. In case that a Planned Maintenance Inspection interval results to be finally triggered by ES rather than EFH, then Contractor shall be entitled to receive an additional payment, the "Variable Fees Adjustment prior to a Planned Maintenance Inspection", which will be included in the monthly LTSA invoice of the month in which the re-scheduled Planned Maintenance Inspection finally started. Such "Variable Fees Adjustment prior to a Planned Maintenance Inspection" shall be calculated using the EFH/ES intervals equivalence indicated in Exhibit 2.

Except for supporting documentation for (i) escalation calculations pursuant to Article-8.9 "Escalation" and (ii) the completed Exhibit-18 entitled "Equivalent Operating Fired Hours Data Verification", the Contractor shall not be required to provide any other supporting documentation in order to receive payment approval for LTSA Invoice components based on EFH.

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8.5.3.1 Escalation of Base EFH Rate

During the term of the LTSA, the base price per EFH as specified in WO-1-LTSA-PR and WO-2-LTSA-US shall be escalated pursuant to Article 8.9.

8.5.3.2 Calculation of WO-1-LTSA-PR Variable Fee

The Variable Fee shall be calculated by multiplying the number of EFH accumulated by each gas turbine during the LTSA Invoice Period by the escalated price per EFH as set forth in WO-1-LTSA-PR. WO-1-LTSA-PR shall not be subject to additional interval extension charges for EFH accumulated for WO-2-LTSA-US in Article 8.5.3.3.

8.5.3.3 Calculation of WO-2-LTSA-US Variable Fee

The Variable Fee for WO-2-LTSA-US shall be the sum of the following components:

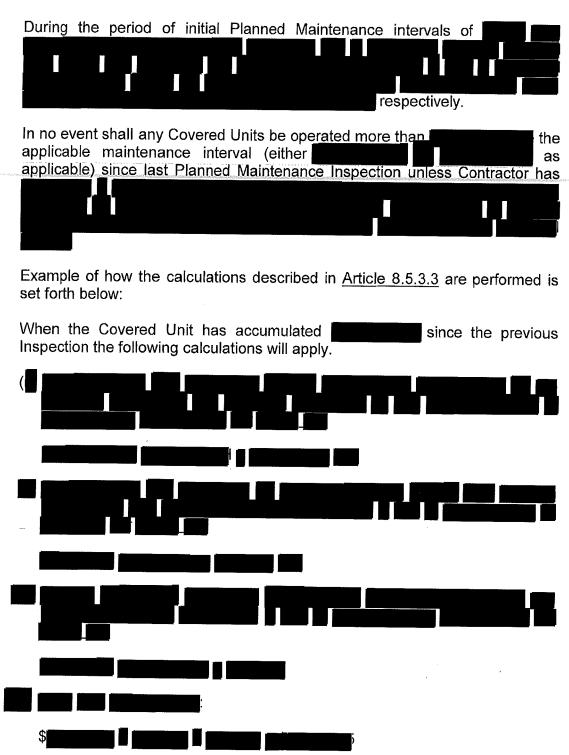


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8.5.4 Rate Sheet for Labor (Applicable to WO-3-EXTRAWORK-PR) and Price List for Covered Parts, Other Gas Turbine Parts, Miscellaneous Hardware and Parts Repairs (Applicable to WO-4-EXTRAWORK-US), is included in Exhibit_8, and Exhibit_10.

During the term of the LTSA, all payments made for Extra Work shall be made by applying any applicable escalation pursuant to <u>Article 8.9</u> to the prices indicated in Exhibit 7, Exhibit 8, and Exhibit 10.

8.6 LTSA Minimum Payment and Credit due to Early Inspection

EFH since previous Outage after first TI performed under this Contract; then an early inspection minimum payment will apply pursuant to 8.6.1

Note: In the case of an Early Inspection required to be performed by Contractor prior to form to shall be replaced by for the purposes of Article 8.6.1 and Article 8.6.2 below.

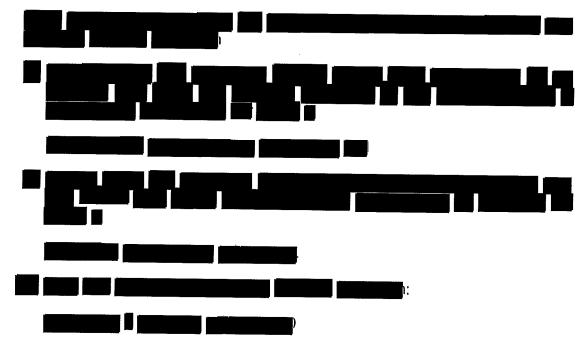
8.6.1 Early Inspection Variable Fee Minimum Payment

When a Planned Maintenance inspection is performed prior to Variable Fees for the current LTSA Invoices for WO-1-LTSA-PR and WO-2-LTSA-US shall be calculated by adding the actual EFH accumulated plus the difference between the actual accumulated EFH at the time of the Planned Maintenance inspection.

8.6.2 Early Inspection Variable Fee Credit

The early inspection Variable Fee credit shall apply to WO-2-LTSA-US only and shall be equal to the amount of actual accrued EFH at the time of the early Planned Maintenance inspection multiplied by the base EFH rate. In each instance where there is an EFH credit amount for an inspection performed prior to the Parties will apply the EFH credit amount to the extent additional payment during the term of the LTSA is otherwise due for future inspections performed after accumulating EFH greater than both Covered Units. Notwithstanding the foregoing, in the event that a credit amount remains at the LTSA End Date, such credit amount shall expire without payment or future credit to PREPA.

Example of how the calculations described in Article 8.6.2 is set forth below:



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8.7 Maximum Funding Limit

The sum of all payments made by PREPA to the Contractor on account of the Work performed under the Work Orders and their related Expenditure Authorizations all of which are bound by the terms of this Contract shall not exceed the Maximum Funding Limit. The Maximum Funding Limit is set forth in Article 8.8, Consideration.

The Maximum Funding Limit may be changed from time to time through an Approved Amendment approved by PREPA's Executive Director under the authority of the PREPA's Board of Governors. In the event that the projected invoice amounts required to complete the Work indicate that Contractor will exceed the Maximum Funding Limit within 90 days of the then current date, Contractor shall immediately notify PREPA (the "Maximum Funding Limit 90 Day Notice") with supporting documentation which: (i) accounts for the expenditures to date under the Contract; and, (ii) forecasts the cost necessary to complete the Work; and, (iii) indicates the date that the invoicing forecast, based on the normal progression of the Work, indicates that the invoiced amount will exceed the Maximum Funding Limit. In the event that PREPA does not provide an Approved Amendment to increase the Maximum Funding Limit, Contractor shall have the right to suspend

8.8 Consideration

Dispute Resolution

PREPA agrees to pay, and Contractor agrees to perform the Work and accept payment in the amounts and on the basis specified in individual Expenditure Authorizations executed on or after the Effective Date of this Contract. Work shall be performed in accordance with the terms and conditions of this Contract inclusive of any additional terms and conditions included in the individual Expenditure Authorizations the order of precedence of which shall be judged pursuant to Article 2.4 "Interpretation Priority".

the Work and when applicable, terminate the Contract pursuant to Article 23,

Work performed on a Time and Material basis under any given Expenditure Authorization shall be calculated pursuant to Exhibit 8.

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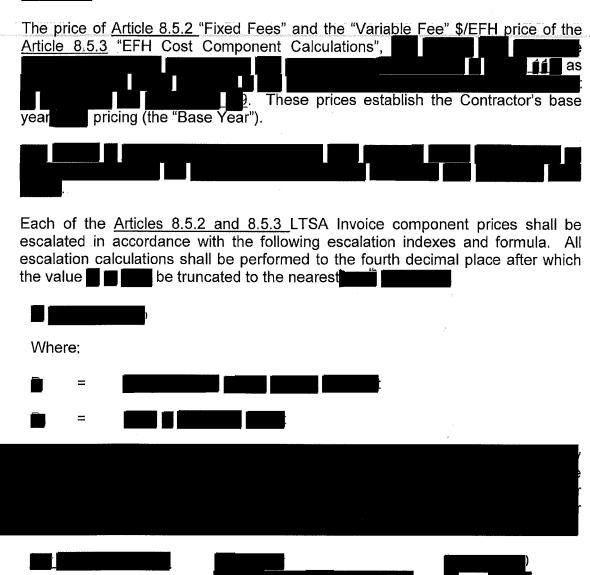
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Pursuant to <u>Article 8.7</u> "Maximum Funding Limit", all payments made by PREPA to Contractor under this Contract shall not exceed the Maximum Funding Limit set forth below.

• Maximum Funding Limit;

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8.9 Escalation



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ARTICLE 9. TAXES

9.1 Income Tax

PREPA will deduct and withhold at source to the Contractor the equivalent of seven percent (7%) from payments for services rendered in Puerto Rico under this Contract, in compliance with the 2011 Puerto Rico Internal Revenue Code, section 1062.03, as amended. Notwithstanding, the withholding to be done by PREPA as herein stated could be increased to: twenty percent (20%) in the event that the Contractor is a non-resident individual, which is a U.S. citizen, as provided by the 2011 Puerto Rico Internal Revenue Code, section 1062.08; or twenty-nine percent (29%) in the event that the Contractor is a non-resident and non U.S. citizen individual, or a foreign corporation or partnership which is not dedicated to industry or business in Puerto Rico, as provided by the 2011 Puerto Rico Internal Revenue Code, sections 1062.08 and 1062.11.

If a Waiver Certificate has been issued to the Contractor by the Treasury Department, the Contractor shall be responsible to submit a copy of said Waiver Certificate to PREPA for every calendar year and if it does so PREPA will not deduct and withhold those amounts that are required to be withheld without the Waiver Certificate from the amounts due and payable to Contractor for performance of the Work as provided in the immediately preceding paragraph; otherwise, payments under the Contract shall remain subject to withholding at source. All invoices shall be segregated by concepts (services, materials, equipment, etc.), to identify the amounts subject to withholding and avoid undue deductions.

9.2 Unless otherwise specified in <u>Article 8</u> or the subject Work Order or its related Expenditure Authorizations, any applicable unemployment, old age, privilege, use, business and occupational taxes and social security taxes and fees, sales taxes

and excise taxes are included in the compensation to be paid Contractor under the subject Work Order Authorization.

9.3 Special Professional and Consulting Services Contribution

In compliance with Article 1 of Act 48 of 2013, as amended, PREPA will withhold at source a special contribution on professional and consulting services equivalent to 1.5% of the total amount invoiced for technical services provided to PREPA under this Contract. For this purpose, Contractor invoices including technical services subject to the special contribution shall include technical service items separated from other items not subject to the contribution (parts, materials, supplies, reimbursement of expenses, etc.) to identify the amounts subject to this withholding thus avoiding undue deductions.

ARTICLE 10. WARRANTY OF PARTS AND SERVICES

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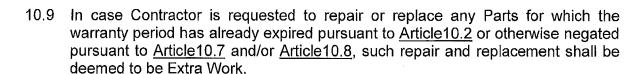
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10.10 THIS IS A LIMITED WARRANTY. THE UNDERTAKINGS AND OBLIGATIONS OF CONTRACTOR UNDER THIS WARRANTY PROVISION ARE IN PLACE OF AND EXCLUDE ALL OTHER WARRANTIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY SHALL APPLY. CONTRACTOR'S LIABILITIES AND PREPA'S REMEDIES IN RESPECT OF DEFECTS IN ANY PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE, ARE SOLELY AND EXCLUSIVELY STATED IN THIS WARRANTY SECTION, AND CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DEFECT OR DAMAGE WHICH APPEARS AFTER THE END OF THE WARRANTY PERIOD SET OUT IN THIS ARTICLE 10.

NONE OF PREPA'S RIGHTS OR REMEDIES UNDER THIS WARRANTY ARTICLE MAY BE CONFERRED UPON ANYONE OTHER THAN PREPA, ITS SUCCESSORS OR PERMITTED ASSIGNS.

Contractor's obligations in this <u>Article10</u> shall not apply to Extra Work, described in <u>Article 1</u> Definitions, which shall be warranted as the Parties mutually agree when Contractor agrees to undertake such Extra Work.

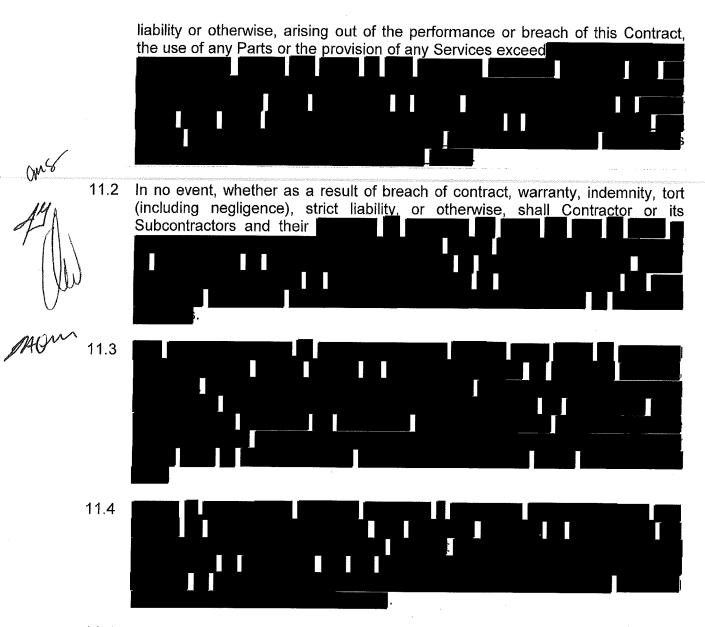
ARTICLE 11. <u>LIMITATION OF LIABILITY</u>

The liability per calendar year of Contractor Parties on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of the performance or breach of this Contract shall not exceed the greater of:

In no event, shall the aggregate liability of Contractor Parties, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict

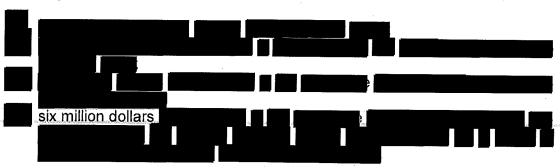
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- 11.5 The provisions of this <u>Article 11</u> shall govern over any conflicting or inconsistent provisions contained in any of the documents comprising the Contract, except to the extent that such provisions further restrict Contractor Parties' liability.
- 11.6 As its Collateral Damage Coverage during the Term, Contractor shall pay and bear the costs (at Time and Materials Rates) of all Parts, Repair Services and

Services, as may be required for Collateral Damage, in accordance with the following limits:



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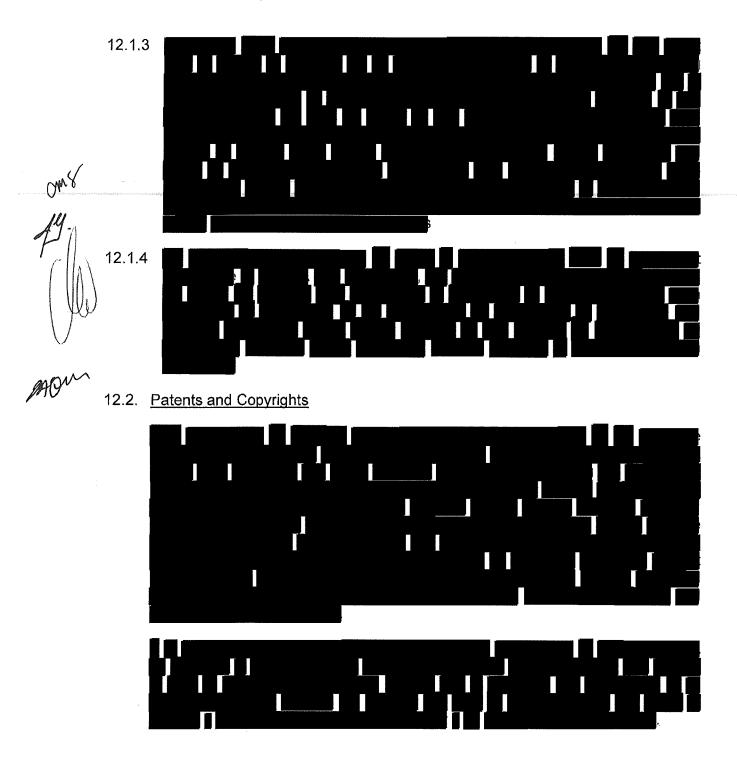
Excluded from Collateral Damage Coverage is all Collateral Damage attributable to PREPA's violation of operation parameters or operator error. PREPA waives any additional rights of recovery arising under or in connection with this Contract against Contractor Parties for resulting or downstream damage to the Covered Units arising out of a defective Part or defective performance of Services, or for loss or damage to any other property of PREPA or any of its Affiliates, whether such claims are brought under breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

ARTICLE 12. INDEMNITIES

12.1 Save Harmless Clause



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12.3 Pre-existing Site Conditions

It is understood and agreed by the Parties that nothing herein shall be interpreted as placing any responsibility or liability on any Contractor, its Subcontractors, their affiliated companies, or their respective officers, directors, employees, agents or servants for pre-existing site conditions at any Site where Work is performed, including but not limited to those resulting from pre-existing pollution, contamination, hazardous waste, toxic material or similar substances or from a source independent of Contractor, its Subcontractors, their affiliated companies, or their respective officers, directors, employees, agents or servants. PREPA shall protect and indemnify Contractor, its Subcontractors, their affiliated companies and their respective officers, directors, employees, agents and servants from and against any and all damages, claims or liabilities arising out of or relating to any such pre-existing conditions or the generation, emission or disposal of any pollution, contamination, hazardous waste, toxic material or similar substances resulting from pre-existing site conditions or a source independent of Contractor, its Subcontractors, their affiliated companies, or their respective officers, directors, employees, agents or servants.

ARTICLE 13. INSURANCE REQUIREMENTS AND RISK OF LOSS

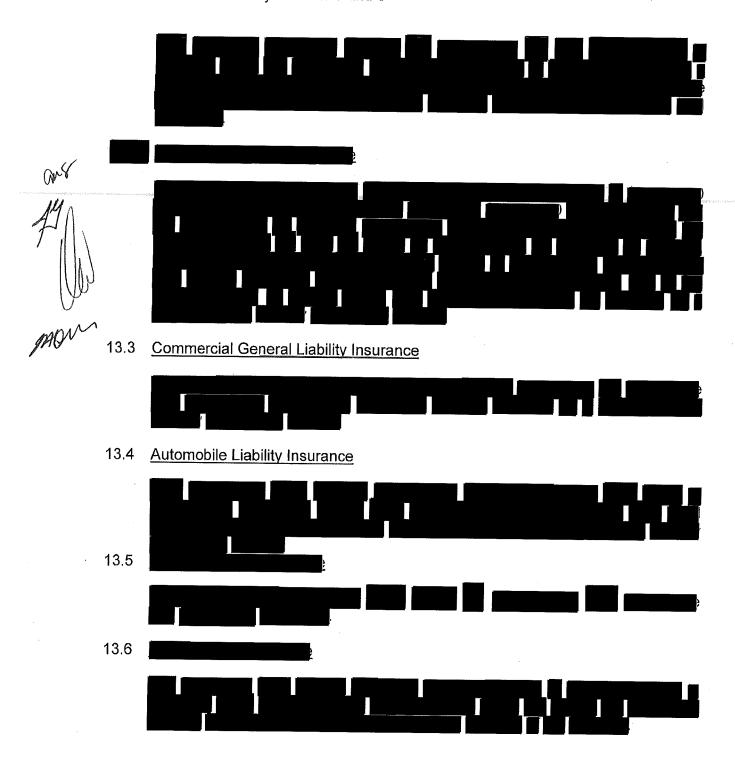
Contractor shall provide the following insurance coverage's for all work performed under WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US, and WO-5-CRI-US.

The Parties shall each secure and maintain in full force and effect during the term of WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US, and WO-5-CRI-US as provided herein, policies of insurance covering all operations engaged in under the referenced Work Orders by the by the Parties as follows:

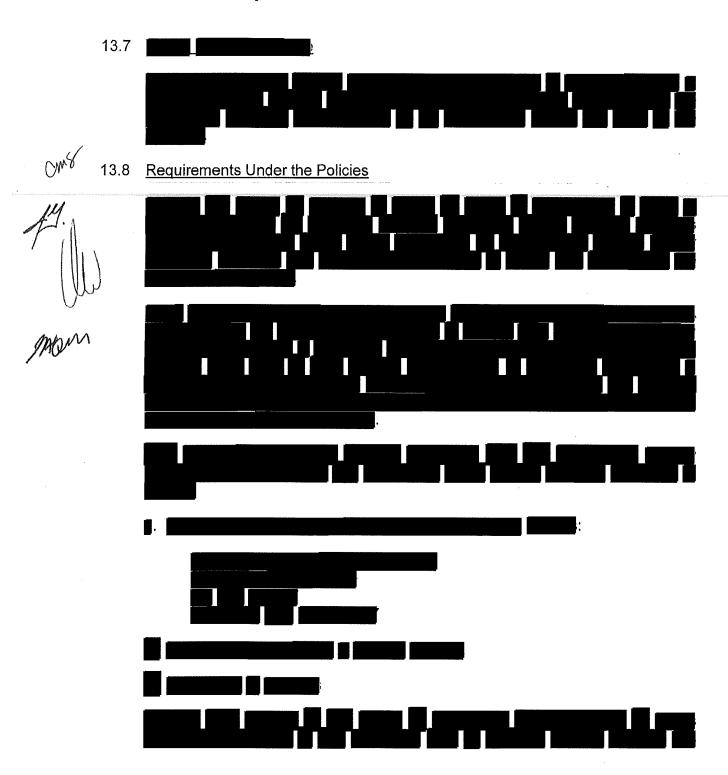
13.1 Workmen's Compensation Insurance

Workmen's Compensation Insurance as required by the Workmen's Compensation Act of the Commonwealth of Puerto Rico. The Parties shall also be responsible for compliance with said Workmen's Compensation Act by all their respective contractors, subcontractors, agents, and invitees, if any.





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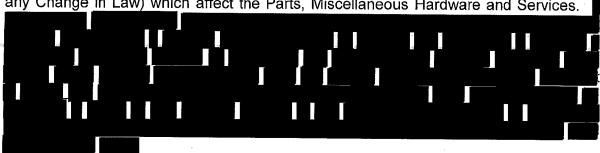


ARTICLE 14. CHANGES

Contract prices are based on Contractor's design, manufacture, and delivery of the Parts and Miscellaneous Hardware and Contractor's performance of the Services pursuant to: (i) its design criteria, manufacturing processes and procedures and quality

assurance program, (ii) Applicable Law as of the Effective Date, and (iii) the other terms and conditions set forth herein.

As it solely pertains to (ii) and (iii) above, Contract prices will be equitably adjusted, either up or down, to reflect increased or decreased costs incurred by Contractor resulting from a material change in the standards of the preceding paragraph (including any Change in Law) which affect the Parts, Miscellaneous Hardware and Services.



Contractor and PREPA have the right to propose, for mutual agreement of the Parties, changes within the general scope of the goods and services to be performed by Contractor under this Contract. Any difference in price, schedule, rights and or other obligations, including without limitation Contractor's warranty, resulting from such changes must be mutually agreed upon in writing. Neither Party shall be obligated to proceed with any changes until such written agreement is signed by both Parties.

ARTICLE 15. FORCE MAJEURE

15.1 If either Party's performance of any obligation under the Contract (other than an obligation of PREPA to make payment) is prevented, restricted or delayed by any force majeure event, and the Party whose performance is so affected gives notice and full details of the event and its estimated duration to the other Party

shall be extended accordingly. The Party affected by the force majeure shall remedy that force majeure with all reasonable dispatch.

- 15.2 Force Majeure shall be defined as any circumstances, whether foreseen or unforeseen, beyond the reasonable control of the affected Party, including, but not limited to:
 - i) Acts of God, earthquakes, hurricanes, floods, tsunamis, monsoons, volcanic eruptions, typhoons or other unusually severe conditions;
 - (ii) Labor conflicts/industrial disputes;

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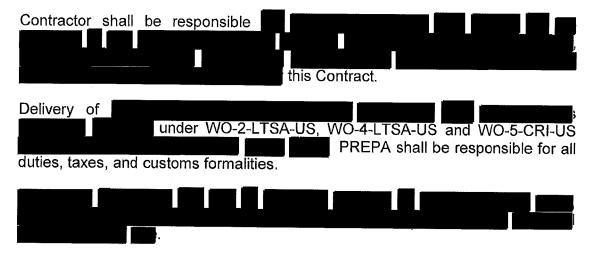
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- (iii) Fires and explosions;
- (iv) Action or failure to act of public services or government authorities;
- (v) Acts of war, sabotage, embargoes;
- (vi) Insurrection, terrorism, riots, breach of peace;
- (vii) Criminal activity;
- (viii) Transportation interruptions or delays, such as general unavailability of conveyances, or unavailability of routes; provided in no event shall Contractor Parties' negligence or malfeasance in securing appropriate transportation be considered a Force Majeure event.
- (ix) General or specific shortage of materials provided in no event shall Contractor Parties' negligence or malfeasance in securing materials be considered a Force Majeure event.
- 15.3 A Party claiming Force Majeure shall only be relieved of its obligations to the extent affected by the Force Majeure and such Party shall continue to perform its obligations to the extent not affected by such Force Majeure event.
- 15.4 The burden of proof as to whether a Force Majeure has occurred shall be on the Party claiming the Force Majeure.

ARTICLE 16. DELIVERY, TITLE AND RISK OF LOSS AND DAMAGE

16.1 Delivery and Risk of Loss

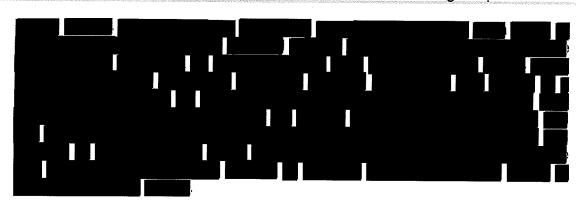




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PREPA shall bear the risk of loss and damage to all Covered Parts, Parts, material, equipment, Miscellaneous Hardware and Contractor's tools (provided they are properly stored by Contractor in secure, locked containers and/or boxes) after delivery to Site and during periods that such items are stored on the Site prior to or after every Planned or Extra Work or Collateral Damage Repair Work



16.2 Transfer of Title

Title to Covered Parts and Miscellaneous Hardware or components thereof shall be transferred to PREPA upon

PREPA shall be responsible for all duties, taxes, and customs formalities.

16.2.1 If any Covered Parts purchased and incorporated into the Covered Units are removed from the Covered Units and are found to be un-repairable or

16.2.2 Contractor may deliver additional parts, supplies, Miscellaneous Hardware and other items that Contractor may need to complete its Planned Maintenance obligations or Extra Work or Collateral Damage Repair which have not been

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previously purchased by PREPA (the "Contingency Parts & Supplies"). Contractor shall have the right to remove Contingency Parts & Supplies delivered which are not installed or utilized in the Covered Units. Title to all such Contingency Parts & Supplies not installed or utilized in the Covered Units shall remain with the Contractor.

ARTICLE 17. OWNERSHIP AND CONFIDENTIALITY OF INFORMATION

17.2 To the extent any such Technical Information is provided by Contractor to PREPA, such Technical Information shall be kept confidential by PREPA, its Affiliates, and their employees, agents or subcontractors, and shall not be copied, modified or disclosed by any of them and shall not be used by them

without Contractor's prior written consent. Upon termination of the Contract, PREPA shall return to Contractor all Technical Information supplied by Contractor, together with any copies made. PREPA shall take adequate precautions to prevent its employees from disclosing such Technical Information to others, even after such employees have terminated employment with PREPA.

17.4 This Contract, and any other financial, technical or commercial information relating to the Parties that is designated in writing as "Confidential" or "Proprietary" by a Party and disclosed to the other Party incident to the implementation of this Contract, is disclosed in confidence and the recipient Party of such information shall not publish or otherwise disclose it in whole or in part to

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others without the written approval of the other Party and shall not use any such information for any purpose other than performance of its obligations under this Contract; provided, however, that nothing herein shall limit either Party's right to disclose any such information provided by the other Party hereunder which: (i) was furnished by such Party prior to this Contract's Effective Date without restrictions; (ii) becomes available within the public domain without violation of this Article 17.4; or (iii) is received by either Party from a third party without restriction and without violation of this Article 17.4; provided, further, that the Parties may release such information (a) to their and their Affiliates' shareholders, or any of their or their Affiliates' respective officers, employees, advisors, bonding agents, financial institutions and banks, rating agencies, regulatory agencies and other parties to the extent necessary to perform their respective obligations under this Contract, (b) in connection with the ownership, financing, operation, maintenance, repair or modification of the Facility, or (c) as required by Applicable Law. In no event shall any Confidential Information be disclosed, shared or otherwise provided to any Competitor of Contractor and PREPA agrees that recipients of Confidential Information pursuant to clause (a) or (b) will not be Competitor(s) of Contractor. Any recipients of Confidential Information pursuant to clause (a) or (b) above that are not officers, employees or directors of PREPA or any of its Affiliates must sign confidentiality agreements prior to receiving such information with similar limitations on use and disclosure of such information as contained in this Contract. Contractor may issue any press release or other publication relating to this Contract, the Work or the Facility and permitted or approved by PREPA under this Article17.4 only if Contractor shall have obtained PREPA's prior written approval of such press release or publication. The obligations in this Article17.4 shall survive the termination of this Contract for a period of ten (10) years with the exception of any Confidential Information which is also trade secret in which case such trade secrets shall remain confidential in perpetuity.

ARTICLE 18. TERMINATION

- 18.1 If PREPA is in continuous default of any payment obligation to Contractor pursuant to Article 8.5 "Contractor's Invoice" for a period of 45 days or more and Contractor has complied with the following notification requirements, Contractor shall have the right to suspend the Work.
 - a) On or after the 30th day after PREPA fails to meet its payment obligations pursuant to <u>Article 8.5</u>, Contractor shall notify PREPA, in writing with the following information: (i) the specific amounts for which PREPA is obligated to pay; (ii) a copy of the invoices for which payment has not been received by

Contractor; (iii) the date upon which the payments were to be made according to the Contract; and, (iv) the date upon which Contractor will suspend the Work.

- b) On or after the 10th day after providing the notification in (a) above and provided PREPA has continuously failed to meet its payment obligation identified in (a) above, Contractor shall notify PREPA in writing confirming that PREPA's payment obligation is still outstanding and reconfirming the date upon which Contractor will suspend the Work.
- c) On or after the 43rd day after PREPA continuously fails to meet its payment obligation identified in (a) above, Contractor shall notify PREPA, in writing no less than two (2) business days in advance of the date upon which Contractor will suspend the Work.

In the event that PREPA continues to fail to meet its payment obligation prior to the suspension date identified in (c) above, Contractor shall have the right to suspend upon the date therein specified. Pursuant to Article 18.2, Contractor shall have the right to continuously suspend the Work until PREPA meets the payment obligation for which it was notified.

- 18.2 In the event that Contractor has complied with the requirements of <u>Article 18.1</u> and PREPA continues to remain in default of the subject payment obligation for 30 days after Contractor's suspension of the Work and provided that Contractor has complied with the following notification requirements, Contractor shall have the right to terminate this Contract.
 - a) On or after the 25th day after suspension of the Work pursuant to <u>Article 18.1</u> and not less than 5 days prior to Contractor's termination of the Contract and provided PREPA has continuously failed to meet its payment obligation identified in <u>Article 18.6 (a)</u>, Contractor shall notify PREPA in writing confirming that PREPA's payment obligation is still outstanding and shall confirm the date upon which Contractor will terminate the Contract.

In the event that PREPA continues to fail to meet its payment obligation identified in <u>Article 18.2 (a)</u> prior to Contractor's notified termination date, Contractor shall have the right to terminate the Contract on or after the 30th day after Contractor's suspension of the Work.

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18.3 <u>Contractor Suspension</u>

- 18.3.1 If the Maximum Funding Limit is reached, regardless of whether or not Contractor provides the Maximum Funding Limit 90 Day Notice pursuant to Article 8.7, Contractor shall immediately stop all Work under the Contract.
- 18.3.2. If PREPA fails to increase the Maximum Funding Limit for a period of 45 days or more after the Maximum Funding Limit 90 Day Notice and upon Contractor providing the following notification requirements, Contractor shall have the right to suspend the Work.
 - a) On or after the 30th day after PREPA fails to increase the Maximum Funding Limit after receipt of the Maximum Funding Limit 90 Day Notice pursuant to Article 8.7, Contractor shall notify PREPA, in writing with (i) updated Maximum Funding Limit 90 Day Notice supporting documentation showing the date that the invoicing forecast indicates that the invoiced amount associated with the normal progression of the Work will exceed the Maximum Funding Limit; and, (ii) the date upon which Contractor will suspend the Work.
 - b) On or after the 10th day after providing the notification in (a) above and provided PREPA has not increased the Maximum Funding Limit, Contractor shall notify PREPA in writing confirming the date upon which Contractor will suspend the Work.
 - c) On or after the 43rd day after providing the notification in (a) above and provided PREPA has not increased the Maximum Funding Limit, Contractor shall notify PREPA, in writing no less than 2 business days in advance of the date upon which Contractor will suspend the Work.

In the event that PREPA fails to increase the Maximum Funding Limit prior to the suspension date identified in (c) above, Contractor shall have the right to suspend upon the date therein specified. Pursuant to <u>Article 18.4</u>, Contractor shall have the right to continuously suspend the Work until PREPA increases the Maximum Funding Limit.

In the event that Contractor has complied with the requirements of <u>Article 18.3</u> and each of the following occurs, (i) PREPA fails to increase the Maximum Funding Limit for 30 days after Contractor's suspension of the Work; and (ii) PREPA does not agree in writing to pay or PREPA does not pay Contractor on a net fifteen (15) day basis, Contractor's reasonable and documented costs

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incurred due to the <u>Article 18.3</u> suspension as invoiced on a weekly basis, which if PREPA pays, shall require the Contractor to extend the suspension period for up to six months from the date of suspension; and (iii) on or after the 25th day after suspension of the Work pursuant to <u>Article 18.3</u> and not less than 5 days prior to Contractor's termination of the Contract, Contractor shall notify PREPA in writing confirming the date upon which Contractor will terminate the Contract; then, Contractor shall have the right to terminate this Contract on the termination date confirmed in (iii) above.

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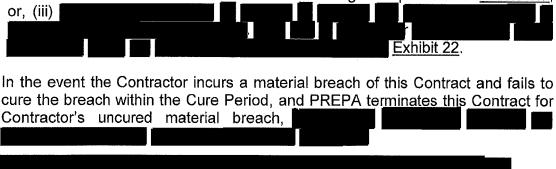
18.5 The Parties suspension and/or termination rights and obligations with respect to WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR and WO-4-EXTRAWORK-US shall be pursuant to this Article and the terms and conditions stated below.

18.5.1 Collective Work Order Suspension and Termination

In the event that the Parties suspend or terminate any one of the following Work Orders, WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, or WO-4-EXTRAWORK-US, such suspension or termination shall apply equally to all five Work Orders.

18.5.2 Payment Upon Termination

In the event that WO-1-LTSA-PR, WO-2-LTSA-US, WO-3-EXTRAWORK-PR, WO-4-EXTRAWORK-US or WO-5-CRI-US are terminated for; (i) PREPA's continuous default of any payment obligation pursuant to <u>Article 18.2</u>; (ii) PREPA's failure to increase the Maximum Funding Limit pursuant to <u>Article 8.7</u>; or, (iii)





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ARTICLE 19. SURVIVAL

The following Sections of this Contract shall survive termination of the Contract: Force Majeure (Article 15), Ownership and Confidentiality of Information (Article 17), Limitation of Liability (Article 11), Governing Law (Article 22.1), Warranty of Parts and Services (Article 10), Termination (Article 18), and Dispute Resolution (Article 23).

ARTICLE 20. DIFFERING SITE CONDITIONS; HAZARDOUS MATERIALS

20.1 Differing Site Conditions

Subject to Contractor's obligations in connection with any hazardous waste, toxic substance, pollution or contamination under <u>Article 21.3</u>, "Environmental Liabilities", the Contractor shall within ten (10) working days of discovery of a condition (or shorter period of time if reasonably required to mitigate impacts to the Work) and before such conditions are disturbed (or further disturbed after discovery), notify PREPA in writing of:

- a) Subsurface or latent physical conditions at the Work site differing materially from those indicated in the Work Order Authorization (if any); or
- b) Unknown physical conditions at the Work site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the subject Work Order Authorization.

PREPA shall promptly investigate the conditions. If any such condition increases Contractor's cost of performance or delays the Work, or otherwise adversely affects Contractor's rights and/or obligations under the Contract, then Contractor shall be entitled to an equitable adjustment in accordance with Article 14. If PREPA and Contractor are unable to agree as to the extent, if any, of an adjustment in the Work in connection with a differing site condition, Article 23 applies.

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20.2 Hazardous Materials

If, at the Site, Contractor encounters toxic substances, hazardous substances or hazardous wastes (as such terms may be defined in any statute or ordinance or regulations promulgated by the country in which the Site is located) (collectively, the "Hazardous Materials") which require special handling and/or disposal, PREPA shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the work under the Contract may safely proceed. If any such Hazardous Materials cause an increase in Contractor's cost of, or the time required for, performance of any part of the work, an equitable adjustment shall be made in the Contract prices and schedule. PREPA agrees to properly dispose of all Hazardous Materials produced or generated in the course of Contractor's work at the Site. PREPA shall indemnify Contractor for any and all claims, damages, losses, causes of action, demands. judgments and expenses arising out of or relating to the presence of any Hazardous Materials which are (i) present on the Site prior to the commencement of Contractor's work or (ii) improperly handled or disposed of by PREPA (including Hazardous Materials brought onto the Site or produced thereon by Contractor) or (iii) brought on to the Site or produced thereon by parties other than Contractor.

ARTICLE 21. HEALTH, SAFETY, AND ENVIRONMENTAL MATTERS

21.1 Air and Fuel Contamination

The Parties recognize that contaminants in the fuel and air used by the gas turbines can create material damage which may corrode and otherwise reduce or eliminate the useful life of gas turbine components. It is further recognized that proper maintenance of the air inlet filtering system and proper testing and monitoring of the fuel constitute the best deterrents in assuring that the gas turbines are not damaged by fuel and air contamination.

21.1.1 Fuel Contamination

PREPA shall closely monitor the following fuel contaminants that are known to have detrimental effects on gas turbine components when found in concentrations above those levels specified in Contract Exhibit 11.



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In the event that the fuel records and test reports indicate the level of the above contaminants in the fuel may be above the specified acceptable levels, Contractor may request in writing that PREPA perform additional fuel tests necessary to confirm the contaminant levels and PREPA will comply.

If PREPA or Contractor identifies fuel contaminants in concentrations above the specified levels, the Parties shall work in a cooperative effort, and Contractor shall identify reasonable measures necessary to reduce the fuel contaminants to levels equal to or below the specified levels. PREPA shall employ all reasonable measures to reduce or eliminate the contaminants in the fuel based on Contractor's recommendations.

In the event that PREPA does not, (i) cooperate with the Contractor by making fuel reports readily available for review; or, (ii) take reasonable steps to accurately test the fuel or comply with Contractor's reasonable requests to provide additional fuel test reports; or, (iii) take reasonable measures to reduce fuel contaminants to levels equal to or below the specified levels; or, (iv) comply with Contractor's reasonable recommendations concerning measures to reduce fuel contaminants to levels equal to or below the specified levels; or (v) damage occurs to the gas turbine when contaminants above the specified acceptable levels are present, then repair of damage or replacement of parts reasonably proven to be the result of the above listed fuel contaminants shall be PREPA's responsibility.

21.1.2 Air Contamination

The Parties recognize that airborne contamination in concentrations above those levels specified in Contract Exhibit 11 can have detrimental effects on the gas turbine components and can be adequately eliminated through the proper maintenance of the gas turbine intake air filters.

PREPA shall closely monitor the air intake filtering system to verify that it is in good repair and functioning properly. If PREPA or Contractor identifies problems with the air filtering system that could allow airborne contaminants to

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enter the gas turbine, the identifying Party shall immediately inform the other Party after which the Parties shall work in a cooperative effort to identify the measures necessary to repair the air filtering system. PREPA shall employ all reasonable measures to repair the air filtering system in a timely manner.

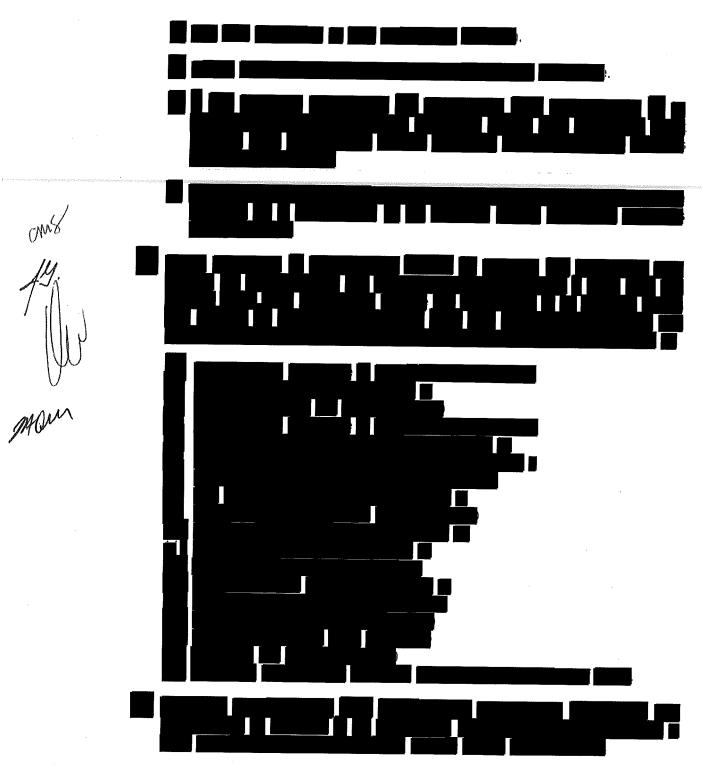
In the event that (i) PREPA artificially introduces airborne gases or liquids that damages the gas turbines; or (ii) PREPA does not take reasonable steps to make sure that the air inlet filter system is functioning properly or does not comply with Contractor's reasonable recommendations concerning measures to repair the air inlet filters, or (iii) damage occurs to the gas turbine when contaminants above the specified acceptable levels are present, then repair of damage or replacement of parts reasonably proven to be the result of airborne contaminants shall be the responsibility of PREPA.

21.2. Safety Provisions

21.2.1 Required Documents

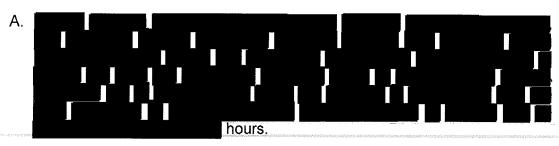
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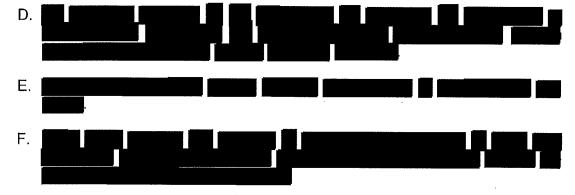
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21.2.2 Special Safety Conditions, as needed:



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C. Before commencement of the Work, the Contractor shall take part in a coordination meeting with a Safety Officer, an Environmental Officer and the Plant Manager on PREPA's behalf. During this meeting, the site specific work plan will be discussed and reviewed, including the safety rules and the environmental protection procedures to be followed. Also, a tour of the areas to be worked on will take place.



G. The Contractor shall comply with all Applicable Law and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

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- H. The duties of Contractor's Site Manager or designee shall include the prevention of accidents, and the development and coordination a safety program with PREPA's Safety Officer.
- I. Compliance with all safety provisions by Subcontractors shall be the responsibility of the Contractor.
- J. The Contractor agrees that it shall perform all Work in compliance with federal, state, and local occupational safety and health regulations, including, but not limited to hazard communication, and right-to-know laws. In addition, the Contractor agrees to observe the compliance of all precautions stated upon the applicable materials safety data sheets and container labels of all chemicals used in the contracted Work.

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When applicable and before starting the Work, the Contractor shall submit the The Contractor shall inform and coordinate with PREPA's Supervisor of the Environmental Section

If Contractor encounters in the performance of the Work at the Site any hazardous or regulated waste, toxic substance, pollution or contamination, Contractor shall notify PREPA immediately. In no event shall Contractor be required to, nor shall Contractor handle or remove or otherwise disturb any hazardous or regulated waste, toxic substance, pollution or contamination, except upon the express prior written agreement of PREPA and Contractor.

The Contractor shall dispose of all garbage (whether hazardous or not) generated by these works, according to the Environmental regulations in applicable garbage containers provided by PREPA. PREPA shall at all times comply with all Applicable Laws in disposing of such garbage.

PREPA shall audit the sampling and the disposal of waste material brought onto, or generated on the Site by Contractor or its Subcontractors. PREPA shall disposal of non-hazardous regulated and hazardous waste material in a PREPA approved landfill.

All chemical analysis shall be performed by PREPA at an approved laboratory.



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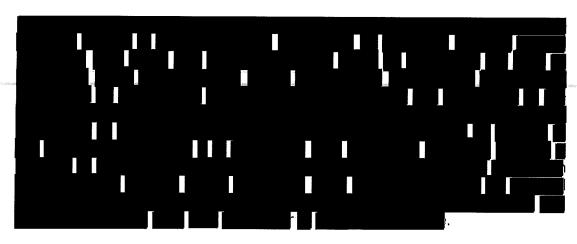


Contractor's equipment shall be in good working order. Equipment with broken or defective parts that can cause oil or other type of leaks will not be allowed on the Site.

All Contractor personnel performing Work on the Site shall attend the PREPA's In-House Release Prevention Program Training Seminar. This seminar will be provided by the Environmental Control Supervisor of San Juan Steam Plant.

21.4 Cleaning Up

The Contractor shall, from time to time, as directed by PREPA, place in PREPA provided containers all rubbish, and waste materials resulting from its operations.



ARTICLE 22. GOVERNING LAW AND GENERAL COMPLIANCE

22.1 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. Also, the Parties expressly agree that only the courts of Puerto Rico will be the courts of competent and exclusive jurisdiction to decide over the judicial controversies that the appearing Parties may have among them regarding the terms and conditions of this Contract.

22.2 General Compliance

22.2.1 The Contractor and Subcontractors if any, and PREPA shall each observe and comply with any and all Federal, Commonwealth of Puerto Rico and municipal laws, by-laws, ordinances, permits and regulations in any manner affecting the Work and those employed on the Work or the conduct of the Work, and with all such orders and decrees as exist at the time this Contract was executed or may be enacted prior to the completion of the Work by bodies or courts having any jurisdiction or authority over the assigned Work (any such federal, commonwealth, municipal law (including case-law as provided in the Article 22.2.8), by-law, ordinance, permit, regulation, order or decree referred to herein as, "Applicable Law").

PREPA is an employer with equal opportunity employment, which does not discriminate by race reason, color, religion, political ideas, sex, nationality, age or mental or physical condition.

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If after the Effective Date of this Contract a change in any Applicable Law (including the interpretation or application thereof by an applicable governmental authority) increases Contractor's cost of performance or delays the Work performed under the Expenditure Authorization, or otherwise adversely and directly affects Contractor's rights and/or obligations under the Contract, then Contractor shall be entitled to an equitable adjustment to adjust Contractor's compensation to account for any increased directly related costs of performance, to extend Contractor's time for performance of the Work, and/or to otherwise equitably adjust the Contract terms and conditions as necessary to overcome the adverse effect(s) of any such change on Contractor's rights and/or obligations under the Contract as agreed by the Parties. As soon as reasonably practicable, Contractor will advise PREPA of the final cost, schedule or other impacts of any such change. If PREPA agrees with Contractor's statement as to such final impact, the Parties shall proceed promptly to enter into an Approved Expenditure Authorization Revision in connection therewith. If PREPA disagrees with Contractor's statement as to the final impact of any such change, PREPA shall promptly advise Contractor in writing of the basis for its disagreement. PREPA and Contractor shall thereafter work together promptly and in good faith in accordance with Article 23 to resolve any dispute with respect to any issues relating to the final impact of any such change and, when applicable to enter into an Approved Expenditure Authorization Revision to adjust Contractor's compensation to account for any increased directly related costs of performance, to extend Contractor's time for performance of the Work, and/or to otherwise equitably adjust the Contract terms and conditions as necessary to overcome the direct adverse effect(s) of any such change on Contractor's rights and/or obligations under the Contract. The Contractor shall notify PREPA in writing of any such impact resulting from a change in Applicable Law in accordance with the Article 14, Changes.

22.2.3 Minimum Wage

Laborers and other employees engaged under this Contract shall be paid not less than the minimum wage rates prescribed by law. PREPA may withhold from any monies due the Contractor any sum necessary to make up the full amount of wages due under this Contract and may distribute it directly to those entitled thereto hereunder.

22.2.4 Permits, Licenses and Controls for Construction

The Contractor shall obtain and maintain all the licenses, permits, and authorizations required in its name to perform Work under an Expenditure Authorization, and shall send all notices, pay all fees, and related costs in connection therewith. Should the Contractor find any discrepancy between PREPA's drawings and specifications and Applicable Law, the Contractor shall notify PREPA as soon as reasonably possible after discovery of the discrepancy and shall not continue with the Work until PREPA issues a written order informing the Contractor what changes are necessary and when to proceed with the Work as changed. Any such changes to the Work shall be treated as a change by PREPA under the Article 14 Changes.

22.2.5 Responsibility for Other Public and Private Properties

The Contractor shall be responsible in connection with the performance of the Work to use reasonable precautions to prevent damage to all public and private property, monuments, telephone and other public utilities along and adjacent to the location of the Work. Contractor shall use every reasonable precaution to prevent damage to pipes, conduits and underground structures and shall cooperate with the owners of utility companies in the removal or relocations of their facilities in such a way that their operation is not interrupted. The time and labor for the relocation of these facilities shall be reduced to a minimum so that the services rendered by them will not be unnecessarily interrupted.

carefully protect all property limit monuments. Contractor shall notify the responsible person or agency, if these must be moved or changed in any way, and shall not affect them until an authorized agent has referenced them and authorized their removal.

22.2.6 Unfair Labor Practice

Any declaration by the Puerto Rico Labor Relations Board (JRT) and/or by the National Labor Relation Board (NLRB) stating that the Contractor, its Subcontractors or agents have not complied with an order issued by the Board relating to any unfair labor practice, shall be binding, final, and conclusive unless such order is reversed or set aside by a Court of competent jurisdiction. Contractor agrees to comply and agrees to use whatever means necessary to bring its Subcontractors and agents into compliance with any such declaration by the JRT or NLRB. In the event that the Contractor or any of its Subcontractors or agents do not comply with an order issued by the JRT and/or

the NLRB, imposing a monetary obligation, including but not limited to fines, penalties or wages, upon their finding that the Contractor or any of its Subcontractors or agents have committed an unfair labor practice in relation to the Work, PREPA shall deduct and retain from any payment to be made to Contractor, that amount equivalent to the monetary obligation imposed by the NLRB or JRT. Such amount will be retained until the Contractor provides to PREPA evidence demonstrating it has complied with said order and with the monetary obligation.

22.2.7 Officials Not to Benefit

No officer, employee or agent of PREPA, or of the Government of the Commonwealth of Puerto Rico or Municipal Governments, shall be admitted to any share or part of this Contract or to any benefit that may arise there from.

In addition to the restrictions and limitations established under the provisions of Act of July 24, 1985, No. 12, as amended, retired or former officers or employees of PREPA, whose work was in any way related to the award or management of contracts, shall in no way benefit from any contract with PREPA for a period of two (2) years after leaving employment with or ceasing services to PREPA.

22.2.8 Civil Responsibility

The appearing parties agree that their responsibilities for damages under this Contract will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico.

ARTICLE 23. DISPUTE RESOLUTION

Contractor's Program Manager and his counterpart as designated by PREPA will endeavor in good faith to resolve any dispute that arises between PREPA and Contractor regarding the application or interpretation of any provision of this Contract. In furtherance of avoiding disputes, a Contractor executive and PREPA counterparts, if requested by either Party, shall meet the first quarter of each year to resolve any disputed invoices and to generally discuss issues relevant to this Contract. At any time, if Contractor's Program Manager and his counterpart as designated by PREPA or the Contractor executives and PREPA counterparts are unable to reach an equitable resolution to the dispute, the aggrieved Party shall give notice of protest in writing to the other Party invoking the provisions of this <u>Article 23</u>. In the meantime, the Contractor shall diligently proceed with the Work or continue with the Work in accordance with the

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Contract as directed by PREPA. The notice of protest must be accompanied by a detailed statement clearly identifying the contractual basis upon which the protest is being filed along with pertinent supporting documentation. Upon the receiving Party's receipt of the aggrieved Party's written notice of protest invoking the provisions of this <u>Article 23</u>, the following process shall take place.

- Within ten (10) business days after receipt of a Party's written notice of protest which includes a detailed statement and supporting documentation of the claim, the receiving Party shall answer the protest, in writing, with a detailed statement clearly identifying the basis upon which the receiving Party refutes the aggrieved Party's claims.
- Within twenty business (20) business days of receipt of a Party's written notice of protest, both Contractor and PREPA shall identify authorized representatives within their organizations that have the requisite authority to settle the dispute and bind their respective organizations through their signature and acceptance of the terms and conditions of a settlement agreement ("Authorized Representatives"). Within the same twenty (20) business day period, identification and contact information for each organization's Authorized Representative shall be communicated through official notification between the Parties. The Authorized Representative identified by each Party shall not be the same representative previously engaged by either the Contractor or PREPA to lead negotiations to settle the dispute prior to the aggrieved Party's filing of the notice of protest.
- 3) Within twenty five (25) business days of receipt of the Party's written notice of protest, the Authorized Representatives shall have opened communications and set a date upon which the Authorized Representatives shall meet at a mutually acceptable location within San Juan, Puerto Rico in order to pursue dispute resolution.
- 4) Within thirty five (35) business days of receipt of a Party's written notice of protest, the Authorized Representatives shall meet and attempt to resolve the dispute. The dispute resolution process shall proceed in whatever manner is mutually acceptable to the Authorized Representatives. The signature of the Authorized Representatives on any settlement agreement shall bind the Contractor and PREPA respectively to the terms and conditions of the settlement agreement.
- 5) In the event that the Authorized Representatives do not reach agreement and sixty (60) business days have elapsed after receipt of a Party's written notice of protest, either Party may pursue its remedy at law or equity. In the meantime, the

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Contractor shall diligently proceed with the Work in accordance with the Contract as directed by PREPA.

ARTICLE 24. NOTIFICATION

All LTSA Contract related notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person or mailed, first class registered mail, postage prepaid, or transmitted via facsimile, as follows:

To PREPA: LTSA Contracting Officer:

Executive Director
Puerto Rico Electric Power Authority
NEOS Building, 8th Floor, Office 801
1110 Ponce de Leon Avenue San Juan, PR 00926
Facsimile No.: (787) 521 4665

Facsimile No.: (787) 521-4665 Telephone: (787) 521-4666

Copy to: PREPA LTSA Program Manager:

Puerto Rico Electric Power Authority NEOM Building, 5th Floor, Office 505 Road 8838, KM 15.1 Monacillos Ward San Juan, PR 00926 Facsimile No.: (787) 521-5160

Telephone: (787) 521-5160

Copy to: Plant Manager of San Juan Steam Plant:

Plant Manager, Puerto Rico Electric Power Authority San Juan Power Plant Road 28 Mercado Central Corner San Juan PR 00920

Facsimile No.: (787) 521-7409 Telephone: (787) 521-7407

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To Contractor: President

President, MHPS Puerto Rico, LLC 400 Colonial Center Parkway, Lake Mary, Florida 32746

Facsimile No.: (407) 688-6995 Telephone: (407) 688-6801

Copy to: LTSA Regional Manager Latin America

LTSA Regional Manager Latin America, Mitsubishi Hitachi Power Systems Americas, Inc. Orlando Service Center 2287 Premier Row Orlando, Florida 32809

Facsimile No.: (407) 688-6995 Telephone: (407) 688-6883

Copy to: General Counsel

General Counsel, Mitsubishi Hitachi Power Systems Americas, Inc. 400 Colonial Center Parkway Lake Mary, Florida 32746 Facsimile No.: (407) 688-6482

Telephone: (407) 688-6256

ARTICLE 25. MISCELLANEOUS

25.1 Conversion to Dual Fuel Operation (Natural Gas and Oil)

In the event that PREPA chooses to convert the Covered Units to dual fuel or natural gas operation at any time prior to the LTSA End Date, Contractor shall support PREPA's requirements subject to mutual agreement concerning scope of work, price and other reasonable terms to accommodate fuel changeover for the Covered Units. Prior to commissioning the Covered Unit on the new fuel type, the Parties shall cooperate in good faith to modify this Contract in reasonable conformance with Contractor's LTSAs for like units burning similar fuels.

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25.2 Certifications and Documents Required by Law

Within ten (10) days of the Effective Date of this Contract, the Contractor will submit the following documents or certifications:

- A. Certification issued by the Treasury Department of Puerto Rico which indicates that 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, Area of Internal Revenues, assuring that Contractor has filed his Income Tax Return for the last five (5) tax years. In addition, Consultant shall submit a Certification of Debt issues by the Area of Internal Revenues.
- C. A copy of Contractor's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico.
- D. Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that Contractor does not owe any tax to such governmental agency.
- E. Certification, issued by the Child Support Administration, assuring that Contractor is in compliance with the withholdings required by law as an employer.
- F. Certificate, issued by the Department of Labor and Human Resources of Puerto Rico, assuring that Contractor has paid to the Department of Labor and Human Resources of Puerto Rico his employees' contributions, 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.
- G. Good Standing Certificate and Certificate of Authorization to do business in Puerto Rico, both issued by the Department of State of Puerto Rico.
- H. A sworn statement to the effect that, as of the effective date, neither the Contractor nor any of its partners or owners, directors, officials, employees, parent company, subsidiaries or any entity that constitutes the alter ego of the Contractor have been convicted of, or have they pled guilty, in Puerto Rico, in the federal jurisdiction, in any state or territory of the United States of America

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or in any country, to any crime or its equivalent, as enumerated in Article 3 of Public Law 458- 2000 of the Commonwealth of Puerto Rico, as amended. The Contractor acknowledges that its conviction or guilty plea for any of the crimes as enumerated in Article 3 of such Act shall entail, in addition to any other applicable penalty, the automatic rescission of this Contract. In addition, but only to the extent required by Public Law 458-2000, PREPA shall have the right to demand the reimbursement of payments made pursuant to this Agreement that directly result from the committed crime

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It shall be the Contractor responsibility, also to require all subcontracted third parties, other than those providing incidental services such as messengers and photocopy services, to comply with all the previous Certifications and sworn statement, and to notify PREPA of such compliance within ten working days of subcontracting such third party.

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If any of the previous required Certifications shows a debt and Contractor request a review or adjustment of such debt, Contractor shall so certify at the time of the execution of the Agreement. If such petition for review or adjustment is subsequently denied by a final and non-appealable judgment, Contractor shall immediately provide PREPA with evidence of the payment of such debt. Failure by Contractor to provide such evidence within thirty (30) days after denial of the petition for review or adjustment shall entitle PREPA to withhold and satisfy Contractor's outstanding tax obligation with sums to which Contractor might otherwise be entitled under this Agreement.

25.3. Severability

If one or more provisions contained in this Contract is held or found to be invalid, illegal or unenforceable in any respect, those provision(s) shall nevertheless be given effect to the extent permitted by law to effect as closely as possible the intent of the Parties expressed in this Contract and the invalidity, illegality or unenforceability of any provision shall not affect the validity of the remaining provisions of this Contract.

25.4 Waivers

No waiver of any breach of this Contract shall be held to be a waiver of any other subsequent breach. Except for those remedies identified in the Contract as being sole and exclusive, all remedies afforded to PREPA and Contractor in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

25.5 Assignment

Any assignment or attempted assignment of any rights or duties under this Contract, by either Party, shall be only with the prior written consent of the other Party. Provided that Contractor may assign or subcontract portions of the work to any Affiliate of Contractor capable of performing Contractor's obligation without PREPA's consent if: (i) Contractor provides written notice to PREPA thirty (30) days prior to such assignment; (ii) Contractor remains liable to PREPA for all of Contractor's obligations and (iii) Contractor's provided parent company guaranty remains in effect

25.6 Termination of MSA

The Parties hereby expressly agree that the MSA and its associated amendments shall terminate upon the Effective Date of this Contract and all obligations and liabilities of the Contractor under the MSA shall terminate notwithstanding any survival clause to the contrary contained in the MSA. For the avoidance of doubt, PREPA shall pay Contractor all remaining amounts that are due to Contractor under the MSA and its associated amendments.

25.7 Complete Agreement

This Contract contains the entire and only agreement between the Parties respecting the subject matter hereof and supersedes all prior and contemporaneous contracts, understandings, offers and statements. No oral or written statement, representation, warranty, course of dealing or trade usage not specifically contained or referenced in this Contract will be binding on Contractor.

IN WITNESS WHEREOF, the Parties hereto have entered into this Contract effective this $\frac{24}{2}$ day of March of the year 2016 (the "Effective Date"), in San Juan, Puerto Rico.

Puerto Rico Electric Power Authority (PREPA)

davier Antonio Quintana Méndez

Executive Director

BY:

MHPS Puerto Rico, LLC

(Contractor)

David Michael Walsh

President

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PUERTO RICO ELECTRIC POWER AUTHORITY

AUTORIDAD DE ENERGIA ELECTRICA

00074983 Contract:

Release :

08/27/2016 Executed: 05/17/2019 Printed:

1 Page

Mail Invoice To:

P.O. BOX 70253

Vendor:

FRANCISCO O CORREA DBA

INDUSTRIAL TECHNICAL SERVICES

PO BOX 561436

GUAYANILLA PR 00656

Please Direct Inquiries to:

DIVISION DE TESORERIA

SAN JUAN PR 00936-8253

YADIRA L. LUGO-CORDERO Y-LUGO@AEEPR.COM

Title: PROCUREMENT SUPV

Phone: (787) 521-3235

Fax :

Ext:

Work Location:

OFICINA PROTECCION CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA

PUERTO NUEVO PR 00920

Title: REMEDIACIÓN FINCA TANQUES RESERVA BUNKER-C, CENTRAL SAN JUAN

USD

Total Value :

\$608,191.00

** NOT TO EXCEED **

Pricing Method: FIXED

Contract Type : SERVICES

Start Date: 08/25/2016

Project

End Date :

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone

Printed Name/Title

Date Signed

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.



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Terms and Conditions - Text at End

Fac	Standard	Rev	S/P	Text	Title				
	PH000003	001	S	Y	PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS				
	PH000004	005	S	Y	INFRINGEMENT				
	РН000006	016	S	Y	CLAUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDE				
	PH000007	004	S	Y	APPLICABLE LAW				
	PH000011	006	S	Y	CHANGES TO ORDER.				
	РН000031	009	S	Y	CONFIDENTIALITY				
	РН000032	009	S	Y	DELIVERY				
	РН000033	009	S	Y	FORCE MAJEURE				
	PH000037	007	S	Y	TERMINOS PARA RETENCION EN EL ORIGEN				
	РН000038	005	S	Y	NONWAIVER.				
	PH000039	008	S	Y	PRICE & PAYMENT				
	PH000040	007	S	Y	RELATIONSHIP OF THE PARTIES.				
	РН000056	008	S	Y	TAXES AND DUTIES				
	PH000057	005	S	Y	TERMINATION				
	РН000082	002	S	Y	ANTI-KICKBACK				
	PH000406	001	S	Y	EXCENCION PARA PAGO IVU PARA LA AEE				
1.7									

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Insurance Requirements

Coverage	Start	End	Insurance Description
\$1,000,000	08/19/2016	08/19/2018	AUTOMOBILE LIABILITY INSURANCE
\$1,000,000	02/25/2016	02/25/2019	COMMERCIAL GENERAL LIABILITY INSURAN
\$1,000,000	02/25/2016	02/25/2019	EMPLOYER'S LIABILITY INSURANCE
\$508,468	08/22/2016	12/31/2017	WORKMEN'S COMPENSATION INSURANCE OF

Scope of Work

SE ADJUDICA ORDEN DE SERVICIO DE ACUERDO A NUESTRAS ESPECIFICACIONES, TÉRMINOS Y CONDICIONES SOLICITADOS Y NEGOCIADOS CON LA COMPAÑÍA BAJO LA COTIZACIÓN NO. 09-161-15, REQ. NUM.: 169172.

DESGLOSE DE PAGOS:

1. MOVILIZACIÓN: \$50,000.00

2. FASE I:

A. MATERIALES: \$122,352.00

B. LABOR: \$49,680.00

3. FASE II:

A. MATERIALES: \$73,583.00

B. LABOR: \$26,589.00

4. FASE III:

A. MATERIALES: \$61,719.00



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B. LABOR: \$19,774.00

5. FASE IV:

A. MATERIALES: \$26,301.00

B. LABOR: \$20,000.00

6. DESMOVILIZACIÓN: \$50,000.00

7. FIANZAS: \$8,500.00

EL PAGO DE LAS FIANZAS SERÁ REEMBOLSADO POR LA AUTORIDAD, MEDIANTE PRESENTACIÓN DE EVIDENCIA DE PAGO.

ALCANCE DE TRABAJO:

1. SEGÚN ESTABLECIDO EN SU PROPUESTA NO. 09-161-15 CON FECHA DEL 10.14.2015.

TÉRMINOS DE PAGO - NETO 60 DÍAS

GARANTÍA:

GARANTÍA DE UN (1) AÑO EN TRABAJOS REALIZADOS POR LA COMPAÑÍA, EXCLUYE TRABAJOS EN CONCRETO Y "COATINGS".

NOTAS:

- 1. LA COMPAÑÍA PODRÁ SOLICITAR EL RECONOCIMIENTO Y PAGO POR LA AEE DE MATERIAL EN SITIO O "MATERIAL ON SITE", DE ACUERDO À LOS TÉRMINOS RAZONABLES PARA RECONOCER EL MISMO COMO PROXIMIDAD EN EL INTINERARIO DE TRABAJO, QUE EL MISMO SE PUEDA ALMACENAR EN LOS PREDIOS DE LA CENTRAL, SIN DEGRADARSE Y LA COMPAÑÍA SE MANTIENE RESPONSABLE DE SU FUNCIONAMIENTO Y CALIDAD.
- 2. LOS LICITADORES TIENEN QUE DESGLOZAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.
- 3. EL CONTRATISTA AGRACIADO 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
- B. SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00
- 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 LIMITE SENCILLO COMBINADO
- E. FIANZAS DE PAGO Y EJECUCIÓN POR EL 100% DEL TOTAL DE LA ORDEN

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PERSONA CONTACTO:

JOSÉ VÁZQUEZ VERA

SUPERINTENDENTE ADM. DE PROYECTOS

TELÉFONO: 787.521.5212

SUPLIDOR:

FRANCISCO O. CORREA DBA

INDUSTRIAL TECHNICAL SERVICES

TELÉFONO: 787.835.7816

COMPRADORA:

YADIRA L. LUGO CORDERO SUPERVISORA DE COMPRAS TELÉFONO: 787.521.3235 EMAIL: Y-LUGO@AEEPR.COM

Contract Amendments

Amendment: 001 Execution Date :

: MITIGACION MEMBRANA TANQUES RESERVA LUEGO DEL HURACÁN MARÍA, CSJ Title

Amended Start :

Amended End Date:

Amendment Value:

\$99,723.00

** NOT TO EXCEED **

Pricing Method:

Amendment Scope

CONTRATO 74983

ENMIENDA 001- MITIGACIÓN MEMBRANA TANQUES DE RESERVA HURACÁN MARÍA'

SE PREPARA ESTA ENMIENDA AL CONTRATO PARA TRABAJOS DE MITIGACIÓN EN AREAS TANQUES RESERVA R1, R2,R3,R4 Y TANQUES DE DESTILADO LIVIANO PARA LA REPARACION DE LA MEMBRANA IMPERMEABILIZANTE XR-5 POR PASO DEL HURACÁN MARÍA EN LA CENTRAL SAN JUAN. SE REQUIERE REPARAR LA MEMBRANA YA INSTALADA QUE RESULTÓ AVERIADA POR PROYECTILES CON LOS VIENTOS DEL HURACÁN. AL MOMENTO DEL PASO DEL HURACÁN, LA COMPANIA INDUSTRIAL TECHNICAL SERVICES SE ENCONTRABA REALIZANDO TRABAJOS REMEDIATIVOS EN EL AREA DE LOS DIQUES Y MEMBRANAS CON ESTE CONTRATO, COMO SUPLIDORES EXCLUSIVOS DEL MANUFACTURERO DE LA MEMBRANA, SEAMAN CORPORATION. SE AÑADE LA CUANTÍA DE \$99,723.00 PARA CUBRIR LOOS TRABAJOS MENCIONADOS.



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LOS TÉRMINOS Y CONDICIONES DEL CONTRATO ORIGINAL PERMANECEN SIN ALTERACIÓN ALGUNA.

Compliance with Applicable Federal Law, Regulations and Executive Orders.

A. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Under 40 U.S.C. 3702 of the Act, the Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.





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(3) Withholding for unpaid wages and liquidated damages. The Government of

Puerto Rico shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.
- B. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (the Puerto Rico Emergency Management Agency).
- C. Breach of Contract Terms. Any violation or breach of terms of this Contract on the part of the Contractor or a subcontractor may result in the suspension or termination of this Contract or such other action, including the recovery of damages, as may be necessary to enforce the rights of PREPA. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- D. Clean Air Act and the Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to PREPA and understands and agrees that PREPA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, Federal Emergency Management Agency, and the appropriate





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Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- E. Changes. At any time, and only through a written change order instruction, PREPA may make changes in the Services or work to be performed within the general scope of this Contract.
- If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly, provided, however, that no changes shall be made to the scope of the Services that would render the costs incurred in the performance of this Contract unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from FEMA or any other U.S. Federal agency.
- F. Sufficiency of Funds. The Contractor recognizes and agrees that funding for this Contract is contingent upon the availability of Federal assistance awarded by federal agencies to the Government of Puerto Rico. A failure of PREPA to make any payment under this Contract due to unavailability of Federal and/or Government of Puerto Rico funding shall not constitute a breach of the Contract by PREPA or default thereunder and PREPA and the Government of Puerto Rico shall not be held financially liable therefore. If during the term of this Contract, Federal or local funding is reduced, deobligated, or withdrawn, PREPA may reduce the scope of or terminate the Contract. PREPA shall provide the Contractor with written notice of the lack of funding within a reasonable time and PREPA reserves all rights to reduce the scope of or terminate the Contract as a result of lack of funding.
- G. FEMA Disaster Assistance Survivor/Registrant Data.
- (a) If the Contractor has access to Disaster Assistance Survivor/Registrant data or any other personally identifiable information, the Contractor shall comply with the provisions of the Terms and Conditions for Sharing FEMA Disaster Assistance Survivor/Registrant Data with State Governments set forth in the FEMA-Government of Puerto Rico Contract for FEMA-4339-DR-PR.
- (b) The Contractor shall indemnify, defend, and hold harmless PREPA and

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the Government of Puerto Rico for any and all costs associated with the defense of that litigation, including costs and attorneys' fees, settlements, or adverse judgments arising from the Contractor's failure to comply with the requirements under this contract.

- H. Costs. All costs incurred by the Contractor in performance of this Contract must be in accord with the cost principles of 2 C.F.R. pt. 200, Subpart PREPA shall not be required to make payments to the Contractor for costs which are found to be contrary to the cost principles 2 C.F.R. pt. 200, Subpart E.
- I Financial Management System. The Contractor's financial management system shall provide for the following:
- (1) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Contractor;
- (2) records adequately identifying the source and application of all Contractor funds and all funds administered by the Contractor which shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income, and shall be segregated by contract or on a contract-by-contract basis;
- (3) effective internal control structure over all funds, property and other assets, sufficient to allow the Contractor to adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (4) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Contractor;
- (5) accounting records supported by source documentation;
- (6) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Contractor; and
- (7) procedures consistent with the provisions of any applicable policies of the Federal Government and the Government of Puerto Rico and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.
- J. Penalties, Fines, and Disallowed Costs. In the event that any U.S. Federal agency or the Government of Puerto Rico disallows or demands repayment for costs incurred in the performance of this Contract, or if any penalty is imposed due to an act or omission by the Contractor, the Contractor shall be solely responsible for such penalty, disallowed costs, or repayment demand, and shall reimburse PREPA in full within ten (10) days of receiving notice from PREPA of such penalty, disallowance, or repayment demand. Any monies paid by the Contractor pursuant to this provision shall not relieve the Contractor of liability to PREPA for damages sustained by PREPA by virtue of any other provision of this Contract.

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K. Debarment, Suspension, and Ineligibility.

- (1) The Contractor represents and warrants that the Contractor, it principals, and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations). The Contractor represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Contract, the Contractor will periodically review SAM.gov and local notices to verify the continued accuracy of this representation. The Contractor shall require all subcontractors at every tier to comply with this requirement.
- (2) This certification is a material representation of fact relied upon by PREPA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, in addition to remedies available to the Government of Puerto Rico and PREPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- L. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by PREPA.
- M. Review of laws. The Contractor certifies that it will access online and read each law that is cited in the aforementioned clauses and that, in the event it cannot access the online version, it will notify PREPA in order to obtain printed copies of the laws. Not requiring a printed copy of the laws to PREPA will be evidence that the Contractor was able to find it online and read it as required.
- N. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations:
- (1) PREPA is using Federal grant funding awarded or administered by FEMA to the Government of Puerto Rico and/or PREPA to pay, in full, for the costs incurred under this Contract. As a condition of FEMA funding under major disaster declaration FEMA-4339-DR-PR, FEMA requires the Government of Puerto Rico and PREPA to provide various financial and performance reporting.
- The Contractor agrees to provide all information, documentation, and reports necessary to satisfy these reporting requirements. Failure by the Contractor to provide information necessary to satisfy these reporting requirements may result in loss of Federal funding for this Contract, and such failure shall be a material breach of this Contract.
- (2) Applicable Regulations and Policy. Applicable regulations, FEMA policy, and other sources setting forth these reporting requirements include, but are not limited to:





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- (i) 2 C.F.R. § 327 (Financial Reporting);
- (ii) 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance);
- (iii) Performance and financial reporting requirements set forth in 2 C.F.R. Part 206.
- O. Access to Records.

The Contractor agrees to provide PREPA, the Government of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to work sites pertaining to the work being completed under the Contract.

P. Retention requirements for records.



The Contractor agrees to maintain all books, records, accounts and reports and all other records produced or collected in connection with this Contract for a period of not less than three (3) years after the date of final payment and closed-out of all pending matters related to this Contract. If any litigation, claim, or audit is reasonably anticipated to arise or is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial re- port, respectively, as reported to the Federal awarding agency or pass- through entity in the case of a sub- recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- 1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When PREPA is notified in writing by the Federal awarding agency,



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cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- 3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- 4) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3- year retention requirement is not applicable to the non-Federal entity.
- S) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: in- direct cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- 7) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- 8) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- Q. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- R. Procurement of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired-(i) competitively





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within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Solid Waste Disposal Act. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and re- source recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



- T. Energy Efficiency. The Contractor agrees to comply with the requirements of 42 U.S.C. § 6201, which contain policies relating to energy efficiency that are defined in the Government of Puerto Rico's energy conservation plan issued in compliance with said statute.
- U. Compliance with the Davis-Bacon Act
 The Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§
 3141-3148, and the requirements of 29 C.F.R. § 5.5 as may be applicable, which are incorporated by reference into this Contract.

The Contractor or subcontractor shall insert in any subcontracts the clause in subsection (a) and such other clauses as FEMA may by appropriate instructions require. The Contractor shall require all subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

V. Compliance with the Copeland Anti-Kickback Act (applicable to all contracts subject to the Davis-Bacon Act).

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, all of which are incorporated by reference into this Contract.

The Contractor and subcontractor shall insert in any subcontracts the foregoing clause and such other clauses as FEMA may by appropriate instructions require. The Contractor shall require all subcontractors to



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include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a Contractor and subcontractor, as provided in 29 C.F.R. § 5.12.

W. Equal Opportunity.

During the performance of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding (if any) a notice advising the labor union or workers' representative of the Contractor's commitments under section 202 of the US Executive Order 11246 of





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September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by PREPA, the Government of Puerto Rico, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction con- tract'' in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity''

(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

X. Age Discrimination Act of 1975. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United



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States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

- Y. Americans with Disabilities Act. The Contractor shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the term of this Contract.
- Z. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.



- AA. Section 504 of the Rehabilitation Act of 1973, as Amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.
- BB. Drug-Free Workplace. The Contractor shall maintain a drug-free work environment in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101 et seq.), and implementing regulations at 2 C.F.R Part 3001.
- CC. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

PREPA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority



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Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Rights to Inventions Made Under a Contract. Unless otherwise provided by law, this Contract is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14. 35 U.S.C. § 200 et If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of par- ties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,' and any implementing regulations issued by the awarding agency.



- EE. Compliance with Laws, Regulation and Executive Orders. The Contractor acknowledges that FEMA financial assistance will be used to fund this Contract. The Contractor shall comply will all applicable Federal and Government of
- Puerto Rico law, regulations, executive orders, policies, procedures, and directives, including but not limited to all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I. 2 C.F.R. Part 200.
- FF. Provisions Required by Law Deemed Inserted. Each and every provision required by law regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- GG. Agreement to Execute Other Required Documents. Contractor and all subcontractors, by entering into the Contract, understand and agree that funding for the Services is provided under Federal programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments



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or further agreements as may be necessary to ensure that PREPA received Federal funding for this Contract.

- HH. U.S. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the U.S. Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- II. No Obligation by the Federal Government. PREPA and the Contractor acknowledge and agree that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to PREPA, Contractor, or any other party pertaining to any matter resulting from the contract.



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.

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.

PH000003 001 PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS



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- 1. Receiving Documentation must be included with all Purchase Order deliverables.
- 2. All Receiving Documentation and shipping notices must include reference to the Purchase Order number and any applicable item number(s).
- 3. Each invoice must include the Purchase Order number and any applicable item number, receipted expense bill, and description shown on this Purchase Order. Delays in receiving invoices and errors or omissions on invoices shall be just cause for Buyer's withholding of payment, without loss of cash discount privilege.

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 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 EXCEMPT 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 EXCEMPT 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.



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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.

PH000032 009 DELIVERY DELIVERY.

Seller agrees to provide for delivery of the Materials, Work Product or Services on the date(s) and to the address set forth in the Order. Seller shall bear all costs of shipping, transportation and packing unless otherwise provided in this Order. On all Materials delivered in error, or in excess of the quantity shown on Order, Buyer reserves the right to return the Materials at Seller's expense. Buyer's count shall be final and conclusive on any shipment not accompanied by the packing slip.

NO

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.

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 EFECTÙE 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



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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.

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PH000038 005 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.

PH000039 008 PRICE & PAYMENT PRICE & PAYMENT.

The prices specified in the Purchase Order shall include all charges and expenses in connection with the packing and shipping of the Materials to Buyer. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance. Payment will be made as set forth in this Order; however payment may be withheld or portions thereof may be deducted or setoffs may be made against Seller if Seller does not perform in accordance with this Order. The time for payment of invoices and acceptance of any applicable discounts shall be based on the date when the invoice is received and stamped by PREPA's Accounts Payable, and all pertinent information is correct on the invoice.

All invoices are to be sent to the following address: Puerto Rico Electric Power Authority, Treasury Division, PO Box 70253, San Juan, PR 00936.

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



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

PH000056 800 TAXES AND DUTIES TAXES AND DUTIES.

Seller shall be responsible for and pay directly, all corporate and individual taxes measured by net income or profit imposed by any governmental authority on Seller, its employees or subcontractors due to the execution of any agreement or the performance of or payment for work hereunder. Unless otherwise agreed in writing or prohibited by law, the price set forth in this Order shall not include any local tax (IVU) but Seller shall pay any federal tax, US Customs fees, Shipping Surcharge fees or other tax required to be imposed on the Materials, Services or Work Product.

Important:

PREPA is a government owned company exempt for pay taxes under Section 2906, Article 2 of Puerto Rico's Internal Revenue Service Code and Section 2508 of Law Number 117 of July 4, 2006 known as "Ley de Justicia Contributiva (IVU)"

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



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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 Leyes de Ética which is available at:

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

PH000406 001 EXCENCION PARA PAGO IVU PARA LA AEE
LA SECCION 2508, ARTÍCULO 2508-1(A) DEL REGLAMENTO 7230 DE LA LEY NUM.
117 DEL 4 DE JULIO DE 2006 Y EL SUBTITULO BB DEL CÓDIGO DE RENTAS INTERNAS
DE PUERTO RICO DE 1994, SEGUN ENMENDADA, DISPONE LO SIGUIENTE:

"TODAS LAS PARTIDAS TRIBUTABLES ADQUIRIDAS PARA USO OFICIAL POR LAS AGENCIAS E INSTRUMENTALIDADES DEL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA Y DEL GOBIERNO DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO ESTÁN EXCENTAS DEL IMPUESTO SOBRE LA VENTA (IVU)"

POR TAL RAZÓN LA AUTORIDAD DE ENERGÍA ELÉCTRICA DE PUERTO RICO SIENDO UNA CORPORACION PÚBLICA NO EXPEDIRÁ DOCUMENTO ALGUNO PARA CERTIFICAR DICHA EXCENCION.

SIRVA ESTE DOCUMENTO DE ORDEN DE COMPRA/CONTRATO COMO LA CERTIFICACION OFICIAL DONDE SE ESTABLECE QUE LOS BIENES Y/O SERVICIOS INCLUIDOS EN ESTA ESTÁN EXCENTOS DEL PAGO DEL IMPUESTO SOBRE LA VENTA.





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Mail Invoice To:

P.O. BOX 70253

Vendor:

FRANCISCO O CORREA DBA

INDUSTRIAL TECHNICAL SERVICES

PO BOX 561436

GUAYANILLA PR 00656

Please Direct Inquiries to:

DIVISION DE TESORERIA

SAN JUAN PR 00936-8253

YADIRA LUGO

Y-LUGO@AEEPR.COM

Fax :

Title: BUYER

Phone: (787) 521-3235

AUTORIDAD DE ENERGIA ELECTRICA

Ext:

Work Location:

OFICINA PROTECCION CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA

PUERTO NUEVO PR 00920

Title: REMEDIACIÓN FINCA TANQUES RESERVA BUNKER-C, CENTRAL SAN JUAN

Total Value :

\$508,468.00

USD

** NOT TO EXCEED **

Pricing Method: FIXED

Contract Type :

SERVICES

Start Date:

08/25/2016

Project

End Date :

Vendor Authorized Signature

Printed Name/Title

Date Signed

Authorized Signature

CALDAS PAGÁN Jefe deplintacióname/futurinistros

08-28-2016

787-521-3268

Date Signed

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.



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Terms and Conditions - Text at End

Fac	Standard	Rev	S/P	Text	Title	
	PH000003	001	S	Y	PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS	
	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	
	PH000032	009	S	Y	DELIVERY	
	РН000033	009	S	Y	FORCE MAJEURE	
	PH000037	007	S	Y	TERMINOS PARA RETENCION EN EL ORIGEN	
	РН000038	005	S	Y	NONWAIVER.	
	PH000039	008	S	Y	PRICE & PAYMENT	
	PH000040	007	S	Y	RELATIONSHIP OF THE PARTIES.	
	PH000056	008	S	Y	TAXES AND DUTIES	
	PH000057	005	S	Y	TERMINATION	
	PH000082	002	S	Y	ANTI-KICKBACK	
	PH000406	001	S	Y	EXCENCION PARA PAGO IVU PARA LA AEE	

Scope of Work

SE ADJUDICA ORDEN DE SERVICIO DE ACUERDO A NUESTRAS ESPECIFICACIONES, TÉRMINOS Y CONDICIONES SOLICITADOS Y NEGOCIADOS CON LA COMPAÑÍA BAJO LA COTIZACIÓN NO. 09-161-15, REQ. NUM.: 169172.

DESGLOSE DE PAGOS:

- MOVILIZACIÓN: \$50,000.00
- 2. FASE I:
- A. MATERIALES: \$122,352.00
- B. LABOR: \$49,680.00
- 3. FASE II:
- A. MATERIALES: \$73,583.00,000AS
- B. LABOR: \$26,589.00 maivid ab about
- 4. FASE III:
- A. MATERIALES: \$61,719.00
- B. LABOR: \$19,774.00
- 5. FASE IV:
- A. MATERIALES: \$26,301.00
- B. LABOR: \$20,000.00
- 6. DESMOVILIZACIÓN: \$50,000.00
- 7. FIANZAS: \$8,500.00

EL PAGO DE LAS FIANZAS SERÁ REEMBOLSADO POR LA AUTORIDAD, MEDIANTE PRESENTACIÓN DE EVIDENCIA DE PAGO.



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ALCANCE DE TRABAJO:

1. SEGÚN ESTABLECIDO EN SU PROPUESTA NO. 09-161-15 CON FECHA DEL 10.14.2015.

TÉRMINOS DE PAGO - NETO 60 DÍAS

GARANTÍA:

GARANTÍA DE UN (1) AÑO EN TRABAJOS REALIZADOS POR LA COMPAÑÍA, EXCLUYE TRABAJOS EN CONCRETO Y "COATINGS".

NOTAS:

- 1. LA COMPAÑÍA PODRÁ SOLICITAR EL RECONOCIMIENTO Y PAGO POR LA AEE DE MATERIAL EN SITIO O "MATERIAL ON SITE", DE ACUERDO A LOS TÉRMINOS RAZONABLES PARA RECONOCER EL MISMO COMO PROXIMIDAD EN EL INTINERARIO DE TRABAJO, QUE EL MISMO SE PUEDA ALMACENAR EN LOS PREDIOS DE LA CENTRAL, SIN DEGRADARSE Y LA COMPAÑÍA SE MANTIENE RESPONSABLE DE SU FUNCIONAMIENTO Y CALIDAD.
- 2. LOS LICITADORES TIENEN QUE DESGLOZAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.
- 3. EL CONTRATISTA AGRACIADO 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
- B. SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00
- 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 LIMITE SENCILLO COMBINADO
- E. FIANZAS DE PAGO Y EJECUCIÓN POR EL 100% DEL TOTAL DE LA ORDEN

PERSONA CONTACTO:

JOSÉ VÁZQUEZ VERA

SUPERINTENDENTE ADM. DE PROYECTOS

TELÉFONO: 787.521.5212

SUPLIDOR:

FRANCISCO O. CORREA DBA

INDUSTRIAL TECHNICAL SERVICES



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TELÉFONO: 787.835.7816

COMPRADORA:

YADIRA L. LUGO CORDERO SUPERVISORA DE COMPRAS TELÉFONO: 787.521.3235 EMAIL: Y-LUGO@AEEPR.COM

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.

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.

PH000003 001 PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS PACKAGING, SHIPPING AND INVOICING INSTRUCTIONS

- Receiving Documentation must be included with all Purchase Order deliverables.
- 2. All Receiving Documentation and shipping notices must include reference to the Purchase Order number and any applicable item number(s).
- 3. Each invoice must include the Purchase Order number and any applicable item number, receipted expense bill, and description shown on this Purchase Order. Delays in receiving invoices and errors or omissions on invoices shall be just cause for Buyer's withholding of payment, without loss of cash discount privilege.



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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 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.

LOCAL AND FEDERAL TAXES CLAUSE

IN COMPLIANCE WITH PUERTO RICO'S INTERNAL REVENUE SERVICE CODE, 2906, ARTICLE 2, PUERTO RICO ELECTRIC POWER AUTHORITY IS EXCEMPT 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 EXCEMPT OF "IVU (IMPUESTO A LA VENTA Y USOS ESTATAL Y MUNICIPAL)" TAX PAYMENT.

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



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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.

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.

PH000032

009 DELIVERY

DELIVERY.

Seller agrees to provide for delivery of the Materials, Work Product or



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Services on the date(s) and to the address set forth in the Order. Seller shall bear all costs of shipping, transportation and packing unless otherwise provided in this Order. On all Materials delivered in error, or in excess of the quantity shown on Order, Buyer reserves the right to return the Materials at Seller's expense. Buyer's count shall be final and conclusive on any shipment not accompanied by the packing slip.

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.

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 EFECTÙE 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.



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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.

PH000039 008 PRICE & PAYMENT PRICE & PAYMENT.

The prices specified in the Purchase Order shall include all charges and expenses in connection with the packing and shipping of the Materials to Buyer. No additional charges of any kind will be allowed unless specifically agreed to in writing in advance. Payment will be made as set forth in this Order; however payment may be withheld or portions thereof may be deducted or setoffs may be made against Seller if Seller does not perform in accordance with this Order. The time for payment of invoices and acceptance of any applicable discounts shall be based on the date when the invoice is received and stamped by PREPA's Accounts Payable, and all pertinent information is correct on the invoice.

All invoices are to be sent to the following address: Puerto Rico Electric Power Authority, Treasury Division, PO Box 70253, San Juan, PR 00936.

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

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



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considered employees of Buyer, and Buyer will not provide Seller's personnel with wages, salaries, or benefits.

PH000056 008 TAXES AND DUTIES TAXES AND DUTIES.

Seller shall be responsible for and pay directly, all corporate and individual taxes measured by net income or profit imposed by any governmental authority on Seller, its employees or subcontractors due to the execution of any agreement or the performance of or payment for work hereunder. Unless otherwise agreed in writing or prohibited by law, the price set forth in this Order shall not include any local tax (IVU) but Seller shall pay any federal tax, US Customs fees, Shipping Surcharge fees or other tax required to be imposed on the Materials, Services or Work Product.

Important:

PREPA is a government owned company exempt for pay taxes under Section 2906, Article 2 of Puerto Rico's Internal Revenue Service Code and Section 2508 of Law Number 117 of July 4, 2006 known as "Ley de Justicia Contributiva (IVU)"

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.



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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 Leyes de Ética which is available at:

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

PH000406 001 EXCENCION PARA PAGO IVU PARA LA AEE
LA SECCION 2508, ARTÍCULO 2508-1(A) DEL REGLAMENTO 7230 DE LA LEY NUM.
117 DEL 4 DE JULIO DE 2006 Y EL SUBTITULO BB DEL CÓDIGO DE RENTAS INTERNAS
DE PUERTO RICO DE 1994, SEGUN ENMENDADA, DISPONE LO SIGUIENTE:

"TODAS LAS PARTIDAS TRIBUTABLES ADQUIRIDAS PARA USO OFICIAL POR LAS AGENCIAS E INSTRUMENTALIDADES DEL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA Y DEL GOBIERNO DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO ESTÁN EXCENTAS DEL IMPUESTO SOBRE LA VENTA (IVU)"

POR TAL RAZÓN LA AUTORIDAD DE ENERGÍA ELÉCTRICA DE PUERTO RICO SIENDO UNA CORPORACION PÚBLICA NO EXPEDIRÁ DOCUMENTO ALGUNO PARA CERTIFICAR DICHA EXCENCION.

SIRVA ESTE DOCUMENTO DE ORDEN DE COMPRA/CONTRATO COMO LA CERTIFICACION OFICIAL DONDE SE ESTABLECE QUE LOS BIENES Y/O SERVICIOS INCLUIDOS EN ESTA ESTÁN EXCENTOS DEL PAGO DEL IMPUESTO SOBRE LA VENTA.



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Mail Invoice To:

Vendor:

BERMUDEZ LONGO DIAZMASSO LLC

PO BOX 191213

SAN JUAN PR 00919-1213

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA

P.O. BOX 70253

SAN JUAN PR 00936-8253

Please Direct Inquiries to:

ANGELICA ROSARIO DAVILA

AROSARIO16128@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Ext:

Fax :

Work Location:

OFICINA ADMINISTRATIVA DCSJ

CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA

PUERTO NUEVO PR 00920

Title: COMPRA INSTALACION UNIDAD TIPO PAQUETE 20 TONELADAS UPS 5 Y 6

USD

Total Value :

\$19,500.00

** NOT TO EXCEED **

Pricing Method:

ESTIMATE

Contract Type :

SERVICES

Start Date: 09/05/2017

Project

End Date : 09/30/2017

Vendor Authorized Signature

Ampelica Rosario Dávila Saver vis Adthor Pred Signature

Printed Name/Title

Date Signed

Phone

Printed Name/Title

Terms and Conditions - Text at End

Fac

Standard

Rev S/P Text

Title

PH000001

EQUAL OPPORTUNITY Y

PH000002

005 S Y COMPLIANCE WITH LAWS.



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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
	РН000038	005	S	Y	NONWAIVER.
	PH000040	007	S	Y	RELATIONSHIP OF THE PARTIES.
	PH000057	005	S	Y	TERMINATION
ē	PH000082	002	s	Y	ANTI-KICKBACK

Scope of Work

CONTRATO 78683 REQUISICIÓN 178645

COMPRA INSTALACIÓN DE UNIDAD TIPO PAQUETE
DE 20 TONELADAS PS UNIDAD 5-6 CENTRAL SAN JUAN

SE ADJUDICA ESTE CONTRATO SEGÚN LAS ESPECIFICACIONES, TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPAÑÍA EN EL RFP 0001511

PERSONA CONTACTO:

ING JOSUÉ SÁNCHEZ SERRANO-CONSERVACIÓN PREVENTIVA, CENTRAL SAN JUAN TELÉFONO: 787.521.7419/7410

ALCANCE DEL TRABAJO CONTRATADO

COMPRA E INSTALACIÓN DE UNIDAD TIPO PAQUETE DE 20 TONELADAS PARA EL BATTERY CHARGER DE LAS UNIDADES 5 Y 6 EN LA CENTRAL SAN JUAN. PROVEER TODA HERRAMIENTA, PIEZA, SUPERVISION, GRUA PARA REEMPLAZO DE UNIDAD PAQUETE DE 20 TONELADAS POR UNIDAD TIPO PAQUETE DE 20 TONELADAS, PARA EL BATTERY CHARGER DE LAS UNIDADES 5 Y 6 EN LA CENTRAL SAN JUAN. PROVEER TODA HERRAMIENTA, PIEZA, SUPERVISION, GRUA PARA REEMPLAZO DE LA UNIDAD TIPO PAQUETE DE 20 TONELADAS POR UNIDAD TIPO PAQUETE DE 20 TONELADAS PARA EL BATTERY CHARGER EN LA CENTRAL SAN JUAN. LA UNIDAD ORIGINAL MARCA TRANE MODELO TCD240B400JB, 460VAC-3 FASES 60HZ. SE SOLICITA LA INSTALACION DE UNA UNIDAD QUE SEA COBRE ALUMINIO Y NO MICROCHANNEL. SE REQUIERE LA INSTALACION DE UNA UNIDAD MARCA RHEEM DE 20



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TONELADAS, 460VAC-3 FASES 60HZ. Y/O UNIDAD TIPO INDUSTRIAL QUE SOPORTE CORROSIÓN MARINA.

INCLUYE PERO NO SE LIMITA A AISLACIÓN NUEVA Y PROTECCIÓN CONTRA OXIDACIÓN MARINA DE FABRICA EN LA UNIDAD Y OXIDACION MARINA MARCA HERECITE DE COLOR ROJO EN LA CONDENSADORA, NO SE ACEPTAN SUSTITUTOS. EVIDENCIAR QUE SE PINTÓ UNIDAD CON LA PINTURA HERECITE ROJO MEDIANTE FOTOS, QUE SE INCLUIRÁN EN EL REPORTE. TAMBIEN SE REQUIERE CABLERIA DE POTENCIA Y CONTROL NUEVOS EN INSTALACION DE LA CONDENSADORA.

SE REQUIERE QUE AL MENOS SE REALICEN LAS SIGUIENTES ACTIVIDADES PARA LA INSTALACIÓN DE LA UNIDAD TIPO PAQUETE DE 20 TONELADAS DE AIRE ACONDICIONADO.

- 1. RECUPERAR EL REFRIGERANTE.
- 2. REMOVER LA UNIDAD TIPO PAQUETE DE 20 TONELADAS INSTALADA EN UN SEGUNDO PISO Y DISPONER DE ELLA CORRECTAMENTE (LA UNIDAD SERÁ REMOVIDA Y SE DISPONDRÁ FUERA DE LOS PREDIOS DE LA AUTORIDAD BAJO RESPONSABILIDAD DEL CONTRATISTA.) ESTE TRABAJO INCLUYE EL SELLADO DEL HUECOS EN LOS CABLE TRAYS UTILIZANDO ALGUN MATERIAL (QUE NO SEA MADERA) Y FOAM DE URETANO. ES IMPERATIVO QUE SE SELLE LOS HUECOS EN LOS CABLE TRAYS PARA PODER MANTENER LA TEMPERATURA DEL CUARTO.
- 3. LIMPIEZA DEL AREA PREVIO A INSTALAR LA UNIDADES NUEVAS.
- 4. INSTALACION DE UNIDAD TIPO PAQUETE DE 20 TONELADAS; LA INSTALACIÓN REQUIERE EL USO DE UNA GRUA, NO SOLO PARA LA REMOCIÓN DE LA UNIDAD PAQUETE DE 20 TONELADAS PERO TAMBIÉN PARA LA INSTALACIÓN DE LA UNIDAD TIPO PAQUETE DE 20 TONELADAS. PARA LA REALIZACIÓN DE ESTE TRABAJO ES REQUERIDO BAJAR LA UNIDAD TIPO PAQUETE DE 20 TONELADAS. LA GRUA LA PROVERÁ EL CONTRATISTA, EL AMARRE (RIGGING) DE LA UNIDAD TIPO PAQUETE DE 20 TONELADAS SERÁ RESPONSABILIDAD DEL CONTRATISTA. SI EL CAMBIO DEL HUECO DE LA UNIDAD EXISTENTE PARA INSTALAR LA UNIDAD NUEVA REQUIERE ALGUN CAMBIO Y/O MODIFICACIÓN SE REALIZARÁ SIN COSTO A LA AUTORIDAD. INSTALACION DE INTERRUPOR 460VAC 3 FASES EN ACERO INOXIDABLE CON PROTECCION NEMA 4X, CABLERIA DE CONTROL Y ELECTRICA SI APLICA. SE INSTALARÁ PROTECTOR DE FASE DIGITAL PARA PROTEGER LA UNIDAD EN CASO DE FLUCTUACIONES DE CORRIENTE.
- 5. PROBAR EL SISTEMA POR LIQUEOS CON NITROGENO (DE ENCONTRAR UN ESCAPE SE REQUIERE REPARARSE).
- 6. GENERAR VACIO EN LAS LINEAS DEL REFRIGERANTE.
- 7. INYECTAR REFRIGERANTE.
- 8. CONECTAR ELECTRICAMENTE
- 9. LA INSTALACIÓN DE ESTE SISTEMA SE REALIZARÁ DURANTE LAS HORAS LABORALES, DE LUNES A VIERNES DE 7:30AM A 11:30AM Y 12:30PM A 4:00PM. ESTE TRABAJO TIENE QUE SER COMPLETADO Y TERMINADO LO MAS PRONTO POSIBLE PARA QUE NO SE AFECTEN LAS LABORES QUE SE REALIZAN EN ESTA OFICINA. TIEMPO ESTIMADO DE REPARACION ES DE NO MAS DE 5 DIAS.
- 10. EL ÁREA DE TRABAJO TIENE QUE QUEDAR LIMPIA Y ORDENADA DE ESCOMBROS Y MANCHAS DE ACEITE CUANDO SE ENTREGUE EL TRABAJO TERMINADO.
- 11. PROBAR EL SISTEMA. SE REQUIERE UNA GARANTIA EN PIEZAS Y LABOR DE UN



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AÑO Ó GARANTIA DEL MANUFACTURERO LO QUE SEA MAYOR. SE REQUIERE UN INFORME DETALLANDO DE LOS TRABAJOS Y EL INFORME CON LOS SELLOS DEL COLEGIO DE TECNICOS DE REFRIGERACION DE AIRE ACONDICIONADO QUE APLIQUEN. AL CAMBIAR EL REFRIGERANTE SE REQUIERE QUE SE LA MANEJADORA Y LA UNIDAD CONDENSADORA CON EL TIPO DE REFRIGERANTE UTILIZADO.

DEBIDO A LA CRITICALIDAD DE LAS ÁREAS SERVIDAS POR ESTE SISTEMA DE AIRE ACONDICIONADO, SE REQUIERE QUE EL TRABAJO SE REALICE EN O ANTES DE CINCO DIAS CONSECUTIVOS. SEGÚN DESCRITO ANTERIORMENTE. HABRA UNA PENALIDAD DE \$50 POR DIA HASTA UN 20% DEL VALOR COTIZADO POR DEMORA INJUSTIFICADA. DE ENTENDER QUE TIENE ALGUNA DEMORA EN LA INSTALACIÓN POR CAUSAS CLIMATOLOGICAS LA MISMA DEBE SER DISCUTIDA CON EL COORDINADOR DEL PROYECTO PREVIO A SUSPENDER Y/O RETRASAR LOS TRABAJOS LUEGO DE HABER AGOTADO LAS OPCIONES VIABLES PARA PROTEGER EL AREA Y CONTINUAR LOS TRABAJOS (TOLDOS, ETC.)

REQUISITOS DE SEGUROS PARA ESTE CONTRATO

- -EL CONTRATISTA ACUERDA LLEVAR A CABO TODOS LOS TRABAJOS CONTRATADOS EN CUMPLIMIENTO CON TODAS LAS LEYES, REGLAMENTACIONES U ORDENANZAS FEDERALES, ESTATALES Y MUNICIPALES DE SALUD Y SEGURIDAD.
- -EL CONTRATISTA SERÁ RESPONSABLE POR TODOS LOS DAÑOS QUE SE OCASIONE LAS PERSONAS O LA PROPIEDAD, COMO RESULTADO DE SU FALTA O NEGLIGENCIA EN RELACIÓN CON EL TRABAJO QUE SE LLEVA A CABO.
- -LAS PARTES COMPARECIENTES ACUERDAN QUE SUS RESPECTIVAS RESPONSABILIDADES POR DAÑOS Y PERJUICIOS BAJO EL PRESENTE CONTRATO SERA SEGÚN ESTABLECIDAS POR EL CODIGO CIVIL DE PUERTO RICO Y LA JURISPRUDENCIA INTERPRETATIVA QUE SOBRE EL MISMO DESARROLLE EL TRIBUNAL DE PUERTO RICO.
- -EL CONTRATISTA SERA RESPONSABLE DE INDEMNIZAR Y RELEVAR A LA AEE DE RESPONSABILIDAD ANTE TERCEROS, COSTOS Y GASTOS RESULTANTES DE LOS MISMOS O DE DAÑOS QUE PUEDAN OCURRIR O ACONTECER POR SU FALTA O POR ACTOS DE NEGLIGENCIA U OMISIÓN POR PARTE DEL CONTRATISTA, A SUS EMPLEADOS, AGENTES Y SUBCONTRATISTAS, DURANTE EL DESEMPEÑO DEL TRABAJO Y MIENTRAS SE LLEVA A CABO CUALQUIER ACTO O ACCIÓN DIRECTA E INDIRECTAMENTE RELACIONADA O EN CONEXIÓN CON EL DESEMPEÑO DE ESTA ORDEN DE SERVICIO.
- -EL CONTRATISTA PROVEERÁ 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
- B. SEGURO COMPRENSIVO DE RESPONSABILIDAD DE AUTOMÓVIL \$1,000,000.00 LÍMITE SENCILLO COMBINADO



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C. SEGURO DE RESPONSABILIDAD PATRONAL 1,000,000.00 - LÍMITE SENCILLO COMBINADO

- D. SEGURO COMPRENSIVO DE RESPONSABILIDAD PÚBLICA GENERAL \$1,000,000.00
- NOTA: ES IMPORTANTE QUE PARA ESTE CONTRATO EL SUPLIDOR SE ASEGURE DE TENER CUBIERTAS CONTÍNUAS DURANTE TODA LA VIGENCIA DEL MISMO. EN AQUELLOS CASOS DONDE EXISTAN PERÍODOS SIN CUBIERTA DE SEGUROS, LA AUTORIDAD NO REALIZARÁ PAGO ALGUNO Y ESTO SE REGISTRARÁ COMO UN INCUMPLIMIENTO EN ESTE CONTRATO. ESTE INCUMPLIMIENTO ESTARÁ SUJETO A LAS DISPOSICIONES ESTABLECIDAS EN LA SECCIÓN DE ADVERTENCIAS.

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 property rights, including rights arising under any patent, copyright,



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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.

CLAUSULAS PARA PAGOS DE IMPUESTOS ESTATALES Y FEDE PH000006 016 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.

LOCAL AND FEDERAL TAXES CLAUSE

IN COMPLIANCE WITH PUERTO RICO'S INTERNAL REVENUE SERVICE CODE, 2906, ARTICLE 2, PUERTO RICO ELECTRIC POWER AUTHORITY IS EXCEMPT 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 EXCEMPT OF "IVU (IMPUESTO A LA VENTA Y USOS ESTATAL Y MUNICIPAL)" TAX PAYMENT.

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

004 APPLICABLE LAW PH000007 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 EFECTÜE 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



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Mail Invoice To:

Vendor:

ESMO CORPORATION

PO BOX 25297

Work Location:

SAN JUAN PR 00928

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253

SAN JUAN PR 00936-8253

Please Direct Inquiries to:

JOEL D. PANTOJAS-CARABALLO JPANTOJAS13525@AEEPR.COM

Title: PROCUREMENT ADMIN HD

Phone: 787-521-3034

Ext:

Fax: 787-521-3171

Title: ENDEREZAMIENTO/COLOCACION GRUA OVERHEAD EN CARRIL - U. 9 Y 10 CSJ

Total Value :

\$37,000.00 USD

** NOT TO EXCEED **

Pricing Method: LUMP SUM

Contract Type : TECHNICAL SERVICES

Project

Start Date: 10/10/2017

End Date : 12/31/2017

Vendor Authorized Signature

Printed Name/Title

280CT 2017

Date Signed

787-764-4657

Printed Name/Title

10/10/2017

(787) 521-3310

Date Signed

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.



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	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

ORDEN DE SERVICIO, MATERIALES Y EQUIPOS (ORDEN ADELANTADA DE EMERGENCIA) -EMERGENCIA HURACAN MARIA

REF. NUM.: MR-SJ-GN-0331

SERVICIO DE ENDEREZAMIENTO / COLOCACION DE GRUA OVERHEAD EN SU CARRIL (OVERHEAD DESCARRILADO) DE LAS UNIDADES 9 Y 10 DE LA CENTRAL SAN JUAN.

SE ADJUDICA ESTA ORDEN DE ACUERDO A NUESTRAS ESPECIFICACIONES, TERMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR LA COMPAÑÍA POR MEDIO DE SU PROPUESTA NUM. E-10550 DEL 5 DE OCTUBRE DE 2017.

EQUIPO A UTILIZARSE EN EL RIGGING: ESLINGAS, SHACKLES, APAREJOS, GRUA 350 TON., GRUA 120 TON., GRUA 70 TON. Y GRUA 28 TON.

INCLUYE ADEMAS: OPERADORES, RIGGERS PARA AMARRAR PIEZAS, CHOFERES CON CAMIONES CON PLATAFORMA PARA LLEVAR CONTRAPESOS DE LAS GRUAS, ENSAMBLAJE Y DESAMBLAJE DE CONTRAPESOS, COMBUSTIBLE, TRANSPORTACION IDA Y REGRESO DE LOS EQUIPOS DESDE Y HACIA EL TALLER DE ESMO CORP.

INSTRUCCIONES:

EL COSTO DE ALQUILER INCLUIRÁ TODOS LOS EQUIPOS, HERRAMIENTAS, ACCESORIOS, COMBUSTIBLE Y TODO LO NECESARIO PARA OPERAR EL EQUIPO.



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2. EL SERVICIO INCLUYE OPERADOR Y ÉSTE TIENE QUE ESTAR CERTIFICADO PARA OPERAR EL EQUIPO A ARRENDARSE Y MANTENER LAS CERTIFICACIONES NECESARIAS Y REQUERIDAS, DURANTE EL TÉRMINO DEL ALQUILER.

- 3. EL EQUIPO ARRENDADO TIENE QUE CUMPLIR CON TODOS LOS REQUIRIMIENTOS DE SEGURIDAD Y AMBIENTALES REQUERIDOS POR O.S.H.A. Y ASME.
- 4. EL SERVICIO INCLUYE MANTENIMIENTO PREVENTIVO Y REMEDIATIVO, DEL EQUIPO EN CASO DE AVERÍA. EL CONTRATISTA ES RESPONSABLE DE REPARAR EL EQUIPO A NO MAS TARDAR DE 24 HORAS DE HABERSE NOTIFICADO LA FALLA. DE NO PODER REPARARLO EN EL TIEMPO ESPECIFICADO EL CONTRATISTA DEBERA SUSTITUIRLO POR UN EQUIPO CON LAS MISMAS ESPECIFICACIONES SIN CARGOS DE ACARREO PARA LA AUTORIDAD.
- 5. EL SUPLIDOR TIENE QUE INCLUIR TODOS LOS SEGUROS NECESARIOS PARA EL ACARREO DEL EQUIPO.
- 6. 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 % BAJO LA LEY NUM. 48-2013. DE NO DESGLOZAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD FACTURADA.
- LOS TERMINOS DE PAGOS SERAN NETO 60 DIAS.
- 8. SE REQUIERE AL CONTRATISTA UN CERTIFICADO DE SEGURO FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LAS SIGUIENTES CUBIERTAS, EN ORIGINAL:
- A) SEGURO COMPENSACIÓN PARA ACCIDENTES EN EL TRABAJO F.S.E.
- B) SEGURO DE RESPONSABILIDAD PATRONAL.
- " LÍMITE DE \$1,000,000.00 POR PERSONA EN EL CASO DE LESIONES CORPORALES Y \$1,000,000.00 POR ACCIDENTE.
- C) SEGURO COMPRENSIVO DE RESPONSABILIDAD GENERAL.
- " LÍMITE DE \$1,000,000.00 POR OCURRENCIA Y DE \$1,000,000.00 AGREGADO QUE INCLUYA CUBIERTA DE OPERACIONES COMPLETADAS Y PRODUCTOS.
- D) SEGURO COMPRENSIVO DE RESPONSABILIDAD AUTOMÓVIL.
- " \$1,000,000.00 LÍMITE SENCILLO COMBINADO.

INFORMACION DE PERSONA CONTACTO:

ING. VICTOR ORTIZ PEREZ

TEL. 787-521-7415 / 7416 / 7408

E-MAIL: VIORTIZ7976@AEEPR.COM



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COMPRADOR:

JOEL D. PANTOJAS CARABALLO GERENTE DEPARTAMENTO DE COMPRAS TEL. 787-521-3310

E-MAIL: JPANTOJAS13525@AEEPR.COM

SUPLIDOR: ESMO CORP. TEL. 787-764-4687

DESGLOSE DE COSTOS:

1. COSTO DEL SERVICIO DE RIGGING - \$37,000.00

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 property rights, including rights arising under any patent, copyright, trademark, license and trade secret, in connection with any Material, Work



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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.

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 EXCEMPT 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 EXCEMPT 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.

PH000011 006 CHANGES TO ORDER.



CHANGES TO ORDER.

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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

PH000031 009 CONFIDENTIALITY CONFIDENTIALITY.

writing by the other party.

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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INFORMACION SOBRE RETENCIÓN EN EL ORIGEN

LA AUTORIDAD RETENDRÁ EL EQUIVALENTE AL 7% DE TODO PAGO POR SERVICIOS PRESTADOS QUE SE EFECTÜE 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 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.



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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 Leyes de Ética which is available at: http://www.prepa.com/spanish.asp?url=http://www.aeepr.com/suministros.asp



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Release :

Supervisora de Compras

Printed Name/Title

787-521-30344

Phone

11/08/2018 Executed: 11/08/2018 Printed :

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Mail Invoice To:

ENATURA LLC

Vendor:

AUTORIDAD DE ENERGIA ELECTRICA 252 PONCE DE LEON AVE DIVISION DE TESORERIA CITY TOWERS SUITE 401 P.O. BOX 70253 SAN JUAN PR 00908

SAN JUAN PR 00936-8253

Please Direct Inquiries to: Work Location:

ANGELICA ROSARIO DAVILA CONTROL AMBIENTAL CENTRAL SJ

AROSARIO16128@AEEPR.COM CENTRAL SAN JUAN

Title: PROCUREMENT SUPV G3 AVE MERCADO CENTRAL CARR. PR 2

Phone: 787-521-3034 ZONA PORTUARIA Ext:

Fax : PUERTO NUEVO PR 00920

Title: REHABILITACION DE AREAS DEBIDO AL PASO HURACAN MARIA

\$86,125.00 USD Total Value : ** NOT TO EXCEED **

Pricing Method: **ESTIMATE**

Contract Type : CONSTRUCTION Start Date: 11/05/2018

Project End Date :

malice Mosario Darulo Vendor Authorized Signature Antencaired Si Batture Randy Freeman / President

Printed Name/Title

787.664.0487 2<u>0/Noviembre/201</u>8 8 noviembre 2018

Date Signed Phone Date Signed

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.



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	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

CONTRATO 80458
REQUISICIÓN 180979

TÍTULO: REHABILITACION DE AREAS DEBIDO AL PASO HURACAN MARIA CENTRAL SAN JUAN

SE ADJUDICA ORDEN SEGÚN TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPAÑÍA EN EL PROCESO COMPETITIVO DEL RFP 0001657.

ALCANCE DEL TRABAJO CONTRATADO

- 1. EL CONTRATISTA PROVEERA TODOS LOS MATERIALES, MAQUINARIAS, SEGUROS, HERRAMIENTES, GRUA, ANDAMIOS, LABOR, SUPERVISION, PERSONAL CAPACITADO Y CERTIFICADO Y TODO LO NECESARIO PARA REALIZAR LA REPARACIÓN DE LAS ESTRUCTURAS DE: TALLER DE CARPINTERÍA, CUARTO DE COMPRESORES DE LA PLANTA DE TRATAMIENTO, CUARTO DE INCENDIOS, ANGAR AMBIENTAL UBICADO EN LAS POCETAS DE CIENO Y CORTINAS DE ALUMINIO EN EL EDIFICIO DE ESTRUCTURAS Y TERRENOS.
- 2. EL TRABAJO SE REALIZARA EN UN PERIODO NO MAYOR DE 45 DIAS LABORABLES (MAXIMOS). HABRA UNA PENALIDAD POR ATRASO DE \$100.00 DIARIOS HASTA CUBRIR UN 10% DEL COSTO DE LA ORDEN DE SERVICIO, SIEMPRE Y CUANDO EL ATRASO SEA DIRECTAMENTE POR EL LICITADOR Y NO POR UN ACTO DE DIOS O POR RESPONSABILIDAD DE LA AEE.
- 3. EL CONTRATISTA SOMETERA POR ESCRITO, ANTES DE COMENZAR LAS LABORES, UN PROGRAMA DE TRABAJO DETALLADO CON LAS DISTINTAS ETAPAS Y DURACION DE



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LOS MISMOS. LOS TRABAJOS SE REALIZARAN EN HORAS LABORABLES DE LA AEE DE LUNES A VIERNES DE 7:30 AM - 4:00 PM.

- 4. EL CONTRATISTA COORDINARA CON UN REPRESENTANTE DE LA AUTORIDAD (AEE) CUALQUIER CONFLICTO QUE PUEDA TENER EN SU AREA DE TRABAJO QUE AFECTE LA CONTINUIDAD Y DESARROLLO DEL PROYECTO.
- 5. EL CONTRATISTA MANTENDRA SU AREA DE TRABAJO LIMPIA, LIBRE DE BASURA Y ORDENADA.
- 6. EL TRABAJO DE REPARACIÓN DE LAS ESTRUCTURAS Y DEMAS AREAS SE REALIZARA DE UNA FORMA SEGURA AL AMBIENTE Y QUE NO SEA PERJUDICIAL A LOS EMPLEADOS NI AL PUBLICO EN GENERAL. EN EL EVENTO QUE SE ENCONTRARA CUALQUIER CONDICION INESPERADA QUE PUEDA PONER EN PELIGRO LA VIDA, EL AMBIENTE O LA SEGURIDAD DE LOS EMPLEADOS O DEL PUBLICO, LA COMPANIA CONTRATADA TIENE QUE SUSPENDER INMEDIATAMENTE LOS TRABAJOS, NOTIFICAR AL REPRESENTANTE DE LA AEE A CARGO DE ESTA CONDICION Y SEGUIR LAS INSTRUCCIONES SOBRE LAS PRECAUCIONES A SER TOMADAS.
- 7. AREAS A SER TRABAJADAS Y MEDIDAS APROXIMADAS:
- -TALLER DE CARPINTERIA 3,228 PIES CUADRADOS
- -OFICINA INGENIERIA PUERTA ALUMINIO CON CRISTAL E INSTALACION 6X3
- -CUARTO DE COMPRESORES DE LA PLANTA DE TRATAMIENTO 1,440 PIES CUADRADOS
- -CUARTO BOMBAS DIESEL SISTEMA CONTRA INCENDIOS 1,025 PIES CUADRADOS
- -ANGAR AMBIENTAL INSTALACION DE PUERTAS ENTRADAS Y SUS RIELES
- -CORTINAS DE ALUMINIO EN ENTRADAS EDIFICIO ESTRUCTURAS Y TERRENOS-130 PIES CUADRADOS
- -PUERTA SISTEMA CONTRA INCENCIOS DE LOS TANQUES DE COMBUSTIBLE

REQUISITOS GENERALES

1. EL CONTRATISTA DEBERA COORDINAR QUE SE LE OFREZCA A TODO SU PERSONAL



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LOS ADIESTRAMIENTOS QUE INCLUYAN PERO NO SE LIMITAN A : MANEJO DE ANDAMIOS Y ORIENTACIONES DE SEGURIDAD INDUSTRIAL, AMBIENTAL Y DE SEGURIDAD (HOMELAND), PREVIO AL COMIENZO DE LAS LABORES EN LAS FACILIDADES DE LA AEE. ESTE SOLICITARA LAS ORIENTACIONES AMBIENTALES, DE SALUD Y SEGURIDAD QUE OFRECE EL PERSONAL DE LA CENTRAL (HIGIENIESTA, COORDINADORES DE NPDES, SEGURIDAD, ETC.)

- 2. EL CONTRATISTA DEBERA ESTABLECER Y COORDINAR EL ACCESO DE SU PERSONAL A LAS FACILIDADES DE LA AEE CON EL PERSONAL ENCARGADO DE ESTAS.
- 3. EL CONTRATISTA ES RESPONSABLE POR SUPLIR Y VELAR QUE SUS EMPLEADOS UTILICEN EN TODO MOMENTO TANTO EL EQUIPO DE SEGURIDAD NECESARIO PARA EL TIPO DE TRABAJO QUE VAN A REALIZAR (EJ. BOTAS, CAPACETE, GUANTES, GAFAS, ARNES, ETC.) COMO LAS MEJORES PRACTICAS DE TRABAJO NECESARIAS PARA EVITAR LESIONES O ACCIDENTES.

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- 4. ES INDISPENSABLE QUE LOS EMPLEADOS DEL CONTRATISTA ESTEN IDENTIFICADOS EN FORMA VISIBLE MEDIANTE TARJETAS DE IDENTIFICACION DE LA COMPAÑÍA EN TODO MOMENTO MIENTRAS ESTEN DENTRO DE LAS INSTALACIONES DE LA AUTORIDAD Y DEBEN MANTENERSE EN EL AREA DE TRABAJO. LOS EMPLEADOS DEL CONTRATISTA DEBERAN ESTAR EN TODO MOMENTO IDENTIFICADOS DE ALGUN MODO CON EL LOGO DE LA COMPAÑÍA. (EJ. TARJETA, Y/O CAMISAS, Y/O CASCO CON LOGO, ETC.)
- 5. EL CONTRATISTA CUMPLIRA CON TODAS LAS LEYES, REGLAMENTOS, ESTATUTOS, REGLAS Y/O GUIAS APLICABLES DE CUALQUIER AGENCIA O AUTORIDAD PUBLICA QUE TENGA LA JURISDICCION EN PUERTO RICO SOBRE LA SEGURIDAD DE LAS PERSONAS Y LA CONSERVACION DEL AMBIENTE.
- 6. SERA RESPONSABILIDAD DEL CONTRATISTA DE EXIGIR Y MANTENER, DE ACUERDO CON LAS CONDICIONES EXISTENTES Y AL PROGRESO DEL PROYECTO, TODAS LAS SALVAGUARDAS NECESARIAS PARA LA PROTECCION DE LA SEGURIDAD, INCLUYENDO LETREROS DE PRECAUCION Y SUPERVISION GENERAL DE CONTROL DE ACCESO A LAS AREAS DE TRABAJO EN PROGRESO.
- 7. EL CONTRATISTA PROVEERA EN EL LUGAR DE TRABAJO UN AREA PARA LA COLECCIÓN DE BASURA Y RESIDUOS DE MATERIAL DURANTE LA EJECUCION DE LAS LABORES PARA SU DISPOSICION EN CONTENEDORES PROVISTOS POR LA AEE. ESTO INCLUYE SCRAP METAL, ALUMINIO Y CUALQUIER OTRO TIPO DE METALES PARA SU DISPOSICION POR LA AEE.
- 8. ES RESPONSABILIDAD DEL CONTRATISTA EL MANTENER LAS AREAS DE TRABAJO LIMPIAS Y EN ORDEN ASI COMO EL MANEJO DE TODOS LOS ESCOMBROS, MATERIALES



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REMOVIDOS, USADOS Y SOBRANTES.

- 9. LA AUTORIDAD PROVEERA LA ELECTRICIDAD , PROVISION ADECUADA DE AGUA PARA LA REALIZACION DE LOS TRABAJOS DE SER NECESARIO Y CONTENEDORES PARA DISPOSICION DE BASURA Y METALES. LA DISPOSICION FINAL DE LOS DESPERDICIOS INCLUYENDO LOS METALES SERAN POR LA AEE.
- 10. TODA BASURA O ESCOMBRO TIENE QUE SER RECOGIDA Y DEPOSITADA EN EL CONTENEDOR PROVISTO POR LA AEE DIARIAMENTE CON LA PREMISA DE QUE EL AREA DE TRABAJO PERMANECERA SIEMPRE NITIDA Y LIMPIA A SATISFACCION DEL REPRESENTANTE DE LA AEE A CARGO DEL PROYECTO Y DEL PERSONAL DE LA CENTRAL.
- 11. SE UTILIZARA CUALQUIER MEDIO DE CONTROL DE INGENIERIA PARA MANTENER EL AREA LIBRE DE POLVO, CONTAMINANTES AEREOS, SOLIDOS Y LIQUIDOS Y DEL SUCIO PROVOCADO POR ESTOS TRABAJOS.
- 12. UNA VEZ TERMINADO EL TRABAJO SE VERIFICARA CON EL SUPERVISOR DE LA AEE Y SE RECOMENDARA PARA PAGO.LOS TRABAJOS SE PAGARAN POR ETAPAS SEGÚN SE COMPLETEN LAS AREAS ANTES DESCRITAS.
- 13. EL CONTRATISTA PROVEERA Y SERA RESPONSABLE DE TODO EL EQUIPO REQUERIDO PARA REALIZAR EL TRABAJO. LA REMOCION INMEDIATA DE LOS EQUIPOS ES REQUERIDA UNA VEZ FINALIZADA LAS LABORES.
- 14. EL CONTRATISTA SERA RESPONSABLE POR CUALQUIER DAÑO HACIA EL PERSONAL Y/O A LA ESTRUCTURA, EQUIPOS, INSTRUMENTOS, LINEAS ELÉCTRICAS, ETC, O QUE AFECTE LA OPERACIÓN DE LA CENTRAL POR CAUSA DE ACCIDENTES RELACIONADOS CON EL ALAMACENAJE DE ESTOS PRODUCTOS. DE ACUERDO A LA MAGNITUD DEL DAÑO SE LE INDICARA AL CONTRATISTA LA URGENCIA CON LA QUE DEBE ATENDER LA SITUACIÓN.
- 15. INCULIR LOS PROCEDIMIENTOS PARA EL CUMPLIMIENTO CON LOS ESTANDARES APLICABLES AL PROYECTO, INCLUYENDO, PERO NO LIMITANDO A:
- " SCAFFOLDS (29 CFR 1926 SUBPART L)
- " PERSONAL PROTECTIVE EQUIPMENT (29 CFR 1910 SUBPART I)
- " FALL PROTECTION (29 CFR 1910.28)
- 16. SI LA AUTORIDAD DE ENERGIA ELECTRICA RECIBIERA UNA FALTA
 ADMINISTRATIVA O MULTA DE ALGUNA AGENCIA REGULADORA FEDERAL O ESTATAL
 (USCG, EPA, JCA) A CONSECUENCIA DE QUE EL CONTRATISTA NO REALICE LOS
 TRABAJOS EN ESTRICTA CONFORMIDAD CON TODOS LOS REGLAMENTOS APLICABLES, EL
 CONTRATISTA REMBOLSARA A LA AEE LA TOTALIDAD DE LA MULTA MAS LOS CARGOS



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ADMINISTRATIVOS QUE CONLLEVEN.

17. EL CONTRATISTA CUMPLIRA CON LO QUE APLIQUE DEL MANUAL DE REQUISITOS A CUMPLIR POR EL CONTRATISTA, COPIA DEL CUAL SE ACOMPAÑA.

18. EL CONTRATISTA CUMPLIRA CON LAS CLAUSULAS DE SEGURIDAD OCUPACIONAL PARA CONTRATOS, COPIA LA CUAL SE ACOMPAÑA.

DESGLOSE DE COSTOS Y TIEMPO ESTIMADO

COSTOS SEGÚN PROPUESTA DE LA COMPAÑÍA ENATURA SOMETIDAS EN EL RFP 0001657

1- CORTINAS DE ALUMINIO EN EDIFICIO B&G

COSTO: \$6,769.00

TIEMPO ESTIMADO: 45 DÍAS

2- TALLER DE CARPINTERÍA

COSTO: \$27,279.00

TIEMPO ESTIMADO: 45 DÍAS

3- DOMO AMBIENTAL COSTO: \$16,733.00

TIEMPO ESTIMADO: 45 DÍAS

4- CUARTO DE COMPRESORES PLANTA DE TRATAMIENTO

COSTO: \$10,540.00

TIEMPO ESTIMADO: 45 DÍAS

5- CUARTO DE BOMBAS DIESEL SISTEMA CONTRA INCENDIOS

COSTO: \$18,224.00

TIEMPO ESTIMADO: 45 DÍAS

6- INSTALACIÓN PUERTA OFICINA INGENIERÍA

COSTO: \$2,675.00

TIEMPO ESTIMADO: 45 DÍAS

7- PUERTA CUARTO DE BOMBAS COMBUSTIBLE

COSTO: \$3,905.00

TIEMPO ESTIMADO: 45 DÍAS



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REQUISITOS DE SEGUROS PARA ESTE CONTRATO

-EL SUPLIDOR DEBE SOMETER LOS SIGUIENTES DOCUMENTOS: SE REQUIERE UN CERTIFICADO DE SEGURO FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LAS CUBIERTAS QUE SE SOLICITAN, EN ORIGINAL:

- A) PÓLIZA FONDO SEGURO DEL ESTADO (CFSE)
- B) SEGURO DE RESPONSABILIDAD PATRONAL
 - 1) \$1,000,0000 LÍMITE SENCILLO COMBINADO
- C) SEGURO COMPRENSIVO DE RESPONSABILIDAD GENERAL
 - 1) \$1,000,000 LÍMITE SENCILLO COMBINADO
- D) SEGURO COMPRENSIVO DE RESPONSABILIDAD AUTOMÓVIL
 - 1) \$1,000,000 LÍMITE SENCILLO COMBINADO

ES IMPORTANTE QUE PARA ESTE CONTRATO, EL SUPLIDOR SE ASEGURE DE TENER CUBIERTAS CONTINUAS DURANTE LA VIGENCIA DEL MISMO. EN AQUELLOS CASOS DONDE EXISTÍAN PERIODOS SIN CUBIERTAS DE SEGUROS, LA AUTORIDAD NO REALIZARÁ PAGO ALGUNO Y ESTO SE REGISTRARÁ COMO UN INCUMPLIMIENTO DE CONTRATO. ESTE INCUMPLIMIENTO ESTARÁ SUJETO A LAS DISPOSICIONES ESTABLECIDAS EN LA SECCIÓN DE ADVERTENCIAS.

- I. Compliance with Applicable Federal Law, Regulations and Executive Orders.
- A. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. \$\$ 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Under 40 U.S.C. 3702 of the Act, the Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These



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requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Government of

Puerto Rico shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.



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- B. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (the Puerto Rico Emergency Management Agency).
- C. Breach of Contract Terms. Any violation or breach of terms of this Contract on the part of the Contractor or a subcontractor may result in the suspension or termination of this Contract or such other action, including the recovery of damages, as may be necessary to enforce the rights of PREPA. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- D. Clean Air Act and the Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to PREPA and understands and agrees that PREPA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

E. Changes. At any time, and only through a written change order instruction, PREPA may make changes in the Services or work to be performed within the general scope of this Contract.

If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in



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writing accordingly, provided, however, that no changes shall be made to the scope of the Services that would render the costs incurred in the performance of this Contract unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from FEMA or any other U.S. Federal agency.

- F. Sufficiency of Funds. The Contractor recognizes and agrees that funding for this Contract is contingent upon the availability of Federal assistance awarded by federal agencies to the Government of Puerto Rico. A failure of PREPA to make any payment under this Contract due to unavailability of Federal and/or Government of Puerto Rico funding shall not constitute a breach of the Contract by PREPA or default thereunder and PREPA and the Government of Puerto Rico shall not be held financially liable therefore. If during the term of this Contract, Federal or local funding is reduced, deobligated, or withdrawn, PREPA may reduce the scope of or terminate the Contract. PREPA shall provide the Contractor with written notice of the lack of funding within a reasonable time and PREPA reserves all rights to reduce the scope of or terminate the Contract as a result of lack of funding.
- G. FEMA Disaster Assistance Survivor/Registrant Data.
- (a) If the Contractor has access to Disaster Assistance Survivor/Registrant data or any other personally identifiable information, the Contractor shall comply with the provisions of the Terms and Conditions for Sharing FEMA Disaster Assistance Survivor/Registrant Data with State Governments set forth in the FEMA-Government of Puerto Rico Contract for FEMA-4339-DR-PR.
- (b) The Contractor shall indemnify, defend, and hold harmless PREPA and the Government of Puerto Rico for any and all costs associated with the defense of that litigation, including costs and attorneys' fees, settlements, or adverse judgments arising from the Contractor's failure to comply with the requirements under this contract.
- H. Costs. All costs incurred by the Contractor in performance of this Contract must be in accord with the cost principles of 2 C.F.R. pt. 200, Subpart PREPA shall not be required to make payments to the Contractor for costs which are found to be contrary to the cost principles 2 C.F.R. pt. 200, Subpart E.
- I Financial Management System. The Contractor's financial management system shall provide for the following:
- (1) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Contractor;
- (2) records adequately identifying the source and application of all Contractor funds and all funds administered by the Contractor which shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income, and shall be segregated by contract or on a



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contract-by-contract basis;

- (3) effective internal control structure over all funds, property and other assets, sufficient to allow the Contractor to adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (4) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Contractor;
- (5) accounting records supported by source documentation;
- (6) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Contractor; and
- (7) procedures consistent with the provisions of any applicable policies of the Federal Government and the Government of Puerto Rico and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.
- J. Penalties, Fines, and Disallowed Costs. In the event that any U.S. Federal agency or the Government of Puerto Rico disallows or demands repayment for costs incurred in the performance of this Contract, or if any penalty is imposed due to an act or omission by the Contractor, the Contractor shall be solely responsible for such penalty, disallowed costs, or repayment demand, and shall reimburse PREPA in full within ten (10) days of receiving notice from PREPA of such penalty, disallowance, or repayment demand. Any monies paid by the Contractor pursuant to this provision shall not relieve the Contractor of liability to PREPA for damages sustained by PREPA by virtue of any other provision of this Contract.
- K. Debarment, Suspension, and Ineligibility.
- (1) The Contractor represents and warrants that the Contractor, it principals, and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations). The Contractor represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Contract, the Contractor will periodically review SAM.gov and local notices to verify the continued accuracy of this representation. The Contractor shall require all subcontractors at every tier to comply with this requirement.
- (2) This certification is a material representation of fact relied upon by PREPA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, in addition to remedies available to the Government of Puerto Rico and PREPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.



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L. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by PREPA.

- M. Review of laws. The Contractor certifies that it will access online and read each law that is cited in the aforementioned clauses and that, in the event it cannot access the online version, it will notify PREPA in order to obtain printed copies of the laws. Not requiring a printed copy of the laws to PREPA will be evidence that the Contractor was able to find it online and read it as required.
- N. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations:
- (1) PREPA is using Federal grant funding awarded or administered by FEMA to the Government of Puerto Rico and/or PREPA to pay, in full, for the costs incurred under this Contract. As a condition of FEMA funding under major disaster declaration FEMA-4339-DR-PR, FEMA requires the Government of Puerto Rico and PREPA to provide various financial and performance reporting.

The Contractor agrees to provide all information, documentation, and reports necessary to satisfy these reporting requirements. Failure by the Contractor to provide information necessary to satisfy these reporting requirements may result in loss of Federal funding for this Contract, and such failure shall be a material breach of this Contract.

- (2) Applicable Regulations and Policy. Applicable regulations, FEMA policy, and other sources setting forth these reporting requirements include, but are not limited to:
- (i) 2 C.F.R. § 327 (Financial Reporting);
- (ii) 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance);
- (iii) Performance and financial reporting requirements set forth in 2 C.F.R. Part 206.
- O. Access to Records.

The Contractor agrees to provide PREPA, the Government of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to work sites pertaining to the work being completed under the Contract.

P. Retention requirements for records.



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The Contractor agrees to maintain all books, records, accounts and reports and all other records produced or collected in connection with this Contract for a period of not less than three (3) years after the date of final payment and closed-out of all pending matters related to this Contract. If any litigation, claim, or audit is reasonably anticipated to arise or is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial re- port, respectively, as reported to the Federal awarding agency or pass- through entity in the case of a sub- recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- 1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 2) When PREPA is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- 3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- 4) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3- year retention requirement is not applicable to the non-Federal entity.
- 5) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- 6) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting



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records: in- direct cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- 7) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- 8) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- Q. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- R. Procurement of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired-(i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

S. Solid Waste Disposal Act. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and re-source recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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T. Energy Efficiency. The Contractor agrees to comply with the requirements of 42 U.S.C. § 6201, which contain policies relating to energy efficiency that are defined in the Government of Puerto Rico's energy conservation plan issued in compliance with said statute.

U. Compliance with the Davis-Bacon Act

The Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. $\S\S$ 3141-3148, and the requirements of 29 C.F.R. \S 5.5 as may be applicable, which are incorporated by reference into this Contract.

The Contractor or subcontractor shall insert in any subcontracts the clause in subsection (a) and such other clauses as FEMA may by appropriate instructions require. The Contractor shall require all subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

V. Compliance with the Copeland Anti-Kickback Act (applicable to all contracts subject to the Davis-Bacon Act).

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, all of which are incorporated by reference into this Contract.

The Contractor and subcontractor shall insert in any subcontracts the foregoing clause and such other clauses as FEMA may by appropriate instructions require. The Contractor shall require all subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a Contractor and subcontractor, as provided in $29 \text{ C.F.R.} \S 5.12$.

W. Equal Opportunity.

During the performance of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,



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available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding (if any) a notice advising the labor union or workers' representative of the Contractor's commitments under section 202 of the US Executive Order 11246 of

September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by PREPA, the Government of Puerto Rico, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



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The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction con- tract'' in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity''

- (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- X. Age Discrimination Act of 1975. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- Y. Americans with Disabilities Act. The Contractor shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the term of this Contract.
- Z. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.



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Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

- BB. Drug-Free Workplace. The Contractor shall maintain a drug-free work environment in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101 et seq.), and implementing regulations at 2 C.F.R Part 3001.
- CC. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

PREPA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- DD. Rights to Inventions Made Under a Contract. Unless otherwise provided by law, this Contract is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14. 35 U.S.C. § 200 et seq. If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of par- ties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the recipient or subrecipient must comply with the



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requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

EE. Compliance with Laws, Regulation and Executive Orders. The Contractor acknowledges that FEMA financial assistance will be used to fund this Contract. The Contractor shall comply will all applicable Federal and Government of

Puerto Rico law, regulations, executive orders, policies, procedures, and directives, including but not limited to all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I. 2 C.F.R. Part 200.

- FF. Provisions Required by Law Deemed Inserted. Each and every provision required by law regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- GG. Agreement to Execute Other Required Documents. Contractor and all subcontractors, by entering into the Contract, understand and agree that funding for the Services is provided under Federal programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that PREPA received Federal funding for this Contract.
- HH. U.S. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the U.S. Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- II. No Obligation by the Federal Government. PREPA and the Contractor acknowledge and agree that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to PREPA, Contractor, or any other party pertaining to any matter resulting from the contract.



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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 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



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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.

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 EXCEMPT 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 EXCEMPT 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.

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



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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.

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 EFECTÙE 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



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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.

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 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



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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 Leyes de Ética which is available at:

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



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Mail Invoice To:

Vendor:

AUTORIDAD DE ENERGIA ELECTRICA

DIVISION DE TESORERIA

P.O. BOX 70253

SAN JUAN PR 00936-8253

NSES INC

300 CALLE COMERIO

BAYAMON PR 00959

Please Direct Inquiries to:

ANGELICA ROSARIO DAVILA

AROSARIO16128@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Ext:

Work Location:

OFICINA ADMINISTRATIVA DCSJ

CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA

PUERTO NUEVO PR 00920

Title: REP. SISTEMA DE NOTIFICACION MASIVA EN LA CENTRAL SAN JUAN

Total Value :

Fax :

USD ** NOT TO EXCEED **

Pricing Method: ESTIMATE

Contract Type :

TECHNICAL SERVICES

\$9,775.00

End Date :

Start Date: 03/19/2018

Project

Vendor Authorized Signature Jorge Espinet

3/28/2018

Printed Name/Title (787) 361-0008

Date Signed

Phone

Supervisora de Compras Authorized Signature

Augelica Rosario Dávila

Printed Name/Title

Date Signed

Phone

Terms and Conditions - Text at End

Fac

Standard

Rev S/P Text

Title

PH000001

004 S EQUAL OPPORTUNITY

PH000002

005 S

COMPLIANCE WITH LAWS.



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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

CONTRATO 80480

TÍTULO: REPARACIÓN SISTEMA DE NOTIFICACION MASIVA EN LA CENTRAL SAN JUAN

SE ADJUDICA ESTE CONTRATO SEGÚN LOS TÉRMINOS Y CONDICIONES DE LA AUTORIDAD, Y SEGÚN PROPUESTA DE LA COMPAÑÍA NSES INC DEL 24 DE ENERO DE 2018. EL SUPLIDOR PRESENTÓ CARTA DE REPRESENTACIÓN EXCLUSIVA POR LO QUE SE ADJUDICA CONTRATO DIRECTO.

ALCANCE DEL TRABAJO CONTRATADO

- 1. OBJETIVO:
- 1.1. PROVEER TODO LO REQUERIDO PARA ADQUIRIR Y REPARAR EL SISTEMA DE ALERTA PARA NOTIFICACION MASIVA EN CASO DE EMERGENCIA EN LA CENTRAL SAN JUAN.
- 1.2 PROVEER TODO EQUIPO, TRANSPORTE, MATERIALES, HERRAMIENTAS, ANDAMIOS, GRUAS Y SUPERVICION PARA LA REPARACION Y PRUEBAS, DE UN SISTEMA DE ALERTA PARA NOTIFICACION MASIVA EN CASO DE EMERGENCIA EN LA CENTRAL SAN JUAN.
- 2. INSTALACION DEL SISTEMA:
- 2.1 EL CONTRATISTA REALIZARÁ LA REPARACION DE EL SISTEMA DE ALERTA PARA NOTIFICACION MASIVA EN CASO DE EMERGENCIA SEGÚN LOS REQUERIMIENTOS DE LA NFPA 72 EDICION 2010, EN LOS PREDIOS DE LA CENTRAL SAN JUAN.
- 2.2 ES REQUISITO PARA EL CONTRATISTA ENTREGAR UN INFORME DE LA REPARACIÓN CON PLANOS ESPECIFICOS DE LA UBICACIÓN DEL EQUIPO, LISTADO DE MATERIALES UTILIZADOS QUE INCLUYAN LISTADO DE PIEZAS Y UNA PRUEBA COORDINADA CON EL PERSONAL DE LA CENTRAL SAN JUAN PARA VERIFICAR EL BUEN FUNCIONAMIENTO DEL



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EQUIPO PARA PODER FACTURAR EL TRABAJO REALIZADO.

- 3.0 ESPECIFICACIONES DEL EQUIPO INSTALADO:
- 3.1 UN SISTEMA DIRECCIONAL DE 1,800 WATTS (TRES CONJUNTOS DE SIRENAS DE 600 WATTS CUBRIENDO 270 GRADOS) HACIA LAS DIRECCIONES REQUERIDAS PARA MAYOR EFECTIVIDAD DE SONIDO. LOS AMPLIFICADORES SON MÓDULOS INDIVIDUALES DE 400 WATTS LOS CUALES PERMITEN UNA AMPLIACIÓN DEL SISTEMA EN UN FUTURO.
- 3.2 SISTEMA DE GABINETE EN ALUMINIO NEMA 4X PARA EL CONTROLADOR Y AMPLIFICADORES Y NEMA 3 PARA LAS BATERÍAS. AMBOS GABINETES ESTARÁN "COMPLETAMENTE SEPARADOS" UNO DEL OTRO (DOS GABINETES UNIDOS POR UN CONECTOR DE 1 PULGADA SELLADO), PARA EVITAR CONTACTO ENTRE ELLOS. LA COMPUTADORA DE CONTROL TENDRÁ CAPACIDAD DE MÁS DE 40 MENSAJES, ALGUNOS MENSAJES PODRÁN SER ACTIVADOS DESDE EL GABINETE EN FORMA MANUAL. EL CHIP SERÁ GRABADO POR EL FABRICANTE UTILIZANDO LA MÁS AVANZADA TECNOLOGÍA DE AUDIO PARA OBTENER MÁXIMA CALIDAD DE REPRODUCCIÓN. EL CONTROLADOR TENDRÁ ENTRADA DE MICRÓFONO PARA MENSAJES EN VIVO EN FORMA DIRECTA.
- 3.3 EL GABINETE DE BATERÍAS TIENE CAPACIDAD PARA 4 BATERÍAS DE ALTO RENDIMIENTO LO QUE DA LA OPCIÓN DE DISPONER DE MAYOR TIEMPO DE OPERACIÓN EN CASO DE QUE LA CORRIENTE ELÉCTRICA SE CAYERA
- 3.4 EL SISTEMA ES TOTALMENTE ACTIVABLE POR RADIO COMUNICACIÓN A EJECUTAR LAS FUNCIONES O MENSAJES PROGRAMADOS EN LA CONSOLA DE OPERACIÓN Y ACTIVACION (ENCODER/ DECODER). DEBER PODER SER ACTIVADO REMOTAMENTE POR UN RADIO PORTABLE CON TECLADO DTMF.
- 3.5 LA POTENCIA MÍNIMA DE ALTAVOZ DE CADA SISTEMA ES DE 600 WATTS DIRECCIONAL CON "DRIVERS" DE 100 WATTS Y 119 DECIBELES A 100 PIES MÍNIMO CON UN ALCANCE EFECTIVO DE 0.80 DE MILLA.
- 3.6 EL SISTEMA TIENE LA CAPACIDAD DE 7 TONOS LOS CUALES PUEDEN REPROGRAMARSE FÁCILMENTE. EL REPRESENTANTE LOCAL DEBERÁ TENER LA CAPACIDAD DE HACER DICHOS CAMBIOS SIN COSTOS ADICIONALES PARA LA AUTORIDAD.
- 3.7 EL MATERIAL DE LAS BOCINAS ES DE: ALUMINIO, FIBRA DE VIDRIO Y ACERO INOXIDABLE. LAS BOCINAS CONSISTEN DE SOPORTES EN ACERO INOXIDABLE QUE PERMITEN QUE SE INSTALEN EN DIFERENTES ÁNGULOS PARA MAYOR APROVECHAMIENTO DEL SONIDO. LAS BOCINAS O "DRIVERS" SON DE 100 WATTS CADA UNA.
- 3.8 EL SISTEMA DE BOCINAS DEBERÁ PODER AMPLIARSE EN POTENCIA (DE 200 WATTS MÍNIMO) SI EN EL FUTURO ASÍ SE NECESITARA COLOCANDO MAS AMPLIFICADORES Y MAS BOCINAS EN EL MISMO POSTE Y GABINETE EXISTENTE DE MANERA FACIL Y ECONÓMICA.



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3.9 EL RECEPTOR/TRANSMISOR DE SEÑAL (INFORMER RF) DEBERÁ PODER UTILIZAR TODOS LOS MEDIOS ACTUALES DE COMUNICACIÓN COMO LAS BOCINAS DE LOS TELÉFONOS, SISTEMA DE "PAGING" ACTUAL, ETC., PARA ACTIVACIÓN DE ALERTAS EN CONJUNTO CON LA SIRENA.

- 3.10 EL SISTEMA TIENE LA CAPACIDAD PARA CONECTARSE A SISTEMAS DE FUEGO, INTERCOM EXISTENTES Y CUADRO TELEFÓNICO DE MANERA SENCILLA.
- 3.11 EL RECEPTOR DE SEÑAL (INFORMER RF) ACTIVA LUCES ESTROBOSCOPICAS PARA LAS AREAS DE ALTO RUIDO.
- 3.12 EL RECEPTOR (INFORMER RF) OBTIENE LA ENERGÍA A TRAVÉS DE SU CONEXIÓN DE CORRIENTE AC, Y ESTAR CONECTADO A UN SISTEMA DE BATERIAS PUDIENDO ESTAR ACTIVO SI LA CORRIENTE ELÉCTRICA REGULAR FALTARA.
- 3.13 EL SISTEMA PODRÁ TRANSMITIR: 7 TONOS PROGRAMABLES, MENSAJES DIGITALES EN FORMATO .WAV Y MENSAJES EN VIVO POR MICRÓFONO.
- 3.14 EL RECEPTOR (INFORMER RF) TENDRÁ LA CAPACIDAD DE ACTIVAR 7 LUCES ESTROBOSCÓPICAS LAS CUALES SERÁN INSTALADAS EN LAS ÁREAS DE MAS ALTO RUIDO EN LAS SIGUIENTES ÁREAS:
- 1. SOTANO UNIDAD TURBINA DE VAPOR 5.
- 2. SOTANO UNIDAD TURBINA DE VAPOR 6.
- 3. CUARTO DE MAQUINAS UNIDAD 7
- 4. CUARTO DE MAQUINAS UNIDAD 8
- 5. CUARTO DE MAQUINAS UNIDAD 9
- 6. CUARTO DE MAQUINAS UNIDAD 10
- 7. CUARTO DE INTERRUPTORES UNIDAD 5 Y 6.
- 3.15 EL RECEPTOR ACTIVARA EN CONJUNTO CON LA SIRENA Y EMITIRA LOS TONOS PROGRAMADOS. TAMBIEN TENDRA LA CAPACIDAD DE REPRODUCIR LOS ANUNCIOS EN VIVO QUE SE ENVIEN POR EL MICROFONO.
- 3.16 LOS RECEPTORES (INFORMER RF) CUMPLEN CON LA CERTIFICACIÓN UL 1492 Y FCC TITLE, PART 15.
- 3.17 LA CONSOLA DE OPERACIÓN ENCODER/DECODER TIENE UNA LLAVE PARA PRENDER Y APAGAR EL SISTEMA.



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- 3.18 LA CONSOLA ENCODER/DECODER TIENE LA CAPACIDAD DE ACTIVAR SIMULTANEAMENTE LA SIRENA, LOS RECEPTORES (INFORMER RF) PARA ALERTAS EN INTERIORES Y ÁREAS DE RUIDO EXTREMO.
- 3.19 LA CONSOLA ENCODER/DECODER PUEDE ORIGINAR HASTA 255 MENSAJES O FUNCIONES.
- 3.20 DESDE LA CONSOLA DE OPERACIÓN SE PODRÁN RECIBIR EL "STATUS" DE LA SIRENA COMO TAMBIÉN UN LOG DE DEL ACTIVACION DE SUS FUNCIONES. ESTO ES CONECTANDOLE UN PRINTER AL ENCODER/DECODER.
- 3.21 LA CONSOLA DE ACTIVACION (ENCODER/DECODER) DEBERÁ TENER CAPACIDAD DE CONTRASEÑAS (PASSWORD) .
- 3.22 LA CONSOLA ENCODER/DECODER TIENE IDENTIFICADOS LOS BOTONES DE CADA EMERGENCIA Y UNA PANTALLA DE LED PARA CONFIRMACIÓN DEL MENSAJE A SER ENVIADO.
- 3.23 LA CONSOLA ENCODER/DECODER PUEDE EMITIR LOS TONOS, MENSAJES DIGITALES EN FORMATO .WAV, MENSAJES EN VIVO.
- 4.0 ACTIVIDADES A REALIZAR- EL SISTEMA DE ALERTA PARA NOTIFICACION MASIVA EN CASO DE EMERGENCIA EN LA CENTRAL SAN JUAN. SUFRIÓ DAÑOS A CAUSA DEL HURACAN MARÍA. MEDIANTE ESTA ORDEN SE SOLICITA LA VERIFICACION Y REPARACION DE DAÑOS ACURRIDOS AL EQUIPO PARA QUE CUMPLA CON LOS ESTANDARES DE LA INDUSTRIA.
- 4.1 SE SOLICITA QUE SE REALICEN LAS SIGUIENTES ACTIVIDADES PARA PONER EL EQUIPO OPERACIONAL:
- 1. REEMPLAZO DE LOS SOPORTES DE BOCINAS (6) Y VERIFICACIÓN DE LOS ANCLAJE DEL POSTE PARA VERIFICAR SU INTEGRIDAD Y SOPORTE.
- 2. REINSTALACION DE LA ANTENA DEL SISTEMA.
- 3. INSTALACION DE CARGADOR DE BATERIAS Y CERTIFICACION DE SU FUNCIONAMIENTO A LA ENTREGA DE LA REPARACIÓN.
- 4. INSTALACION DE BATERIAS MARCA AC DELCO TIPO MARINAS DE "DEEP CYCLE"
- 5. REEMPLAZO DE SOPORTE DE ACERO A LA PARED DEL EDIFICIO PARA POSTE Y SOLDADURA EN EL BORDE DE LA BASE DEL POSTE, ESTO INCLUYE Y NO SE LIMITA A



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CUALQUIER CAMBIO QUE SEA NECESARIO PARA QUE ESTE SOPORTE QUEDE BIEN ANCLADO AL EDIFICIO.

- 6. LA ORDEN INCLUYE LA UTILIZACION DE CAMIÓN CANASTO Y GRUA PARA LA REALIZACIÓN DE ESTE TRABAJO SIN UN COSTO ADICIONAL PARA LA AUTORIDAD.
- 7. ESTA ORDEN DE REPARACIÓN INCLUYE ADIESTRAMIENTO AL PERSONAL NECESARIO DE LA CENTRAL REFERENTE A SU UTILIZACIÓN Y BUEN MANTENIMEINTO DEL EQUIPO. SIN COSTO ADICIONAL PARA LA AUTORIDAD.
- 8. VERIFICACION DE LAS LUCES ESTROBOSCOPICAS EN EL RENGLON 3.14 Y SU REEMPLAZO EN CASO DE CUALQUIER DAÑO ES ESTAS, SIN COSTO PARA LA AUTORIDAD.

5.0. GARANTIA

- 5.1 LAS GARANTÍAS DE REPARACION DE ESTE EQUIPO DEBEN SER DE 2 AÑOS MÍNIMO EN PIEZAS Y SERVICIO Y GARANTÍA DE 10 AÑOS EN CORROSIÓN.
- 5.2 EL SUPLIDOR NO COBRARA POR ADIESTRAMIENTOS DEL PERSONAL, MÁXIMO DOS VECES AL AÑO.
- 6.0 TIEMPO DE ENTREGA DE REPARACION:

1 ET CURTIDOR DERERÁ DORER

EMOSTRACION:

L CONTRATISTA REALIZARA UNA DEMOSTRACIÓN DEL MANEJO DEL EQUIPO DE A DE EMERGENCIAS AL PERSONAL DE OPERACIÓN POR LO MENOS DOS VECES AL SIN COSTO A LA AUTORIDAD.

ONDICIONES ESPECIALES:

TODO SERVICIO BRINDADO DEBERA CUMPLIR CON LOS CODIGOS APLICABLES DE F.P.A. Y EL DEPARTAMENTO DE BOMBEROS DE PUERTO RICO.

ODOS LOS EMPLEADOS DEL CONTRATISTA QUE VISITEN LA CENTRAL, DEBERAN UNA CHARLA DE SEGURIDAD EN LAS FACILIDADES DE LA CENTRAL SAN JUAN, 7.0 E

ALERI ANO

7.1 E

8.0 0

8.1. LA N.

8.2 7 TOMAL



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PREVIO AL INICIO DE LA PRESTACION DE LOS SERVICIOS.

8.3 LOS EMPLEADOS DEL CONTRATISTA TIENEN QUE PRESENTAR EN UN LUGAR VISIBLE, SU TARJETA DE IDENTIFICACION CON RETRATO. TODO VEHICULO DEL CONTRATISTA TIENE QUE ESTAR ROTULADO.

- 8.4 EL CONTRATISTA CUMPLIRA CON TODAS LAS NORMAS DE SALUD, SEGURIDAD Y AMBIENTAL APLICABLES, DURANTE TODA LA INSTALACION DE ESTE EQUIPO.
- 8.5 TODO MATERIAL Y EQUIPO A UTILIZARSE PARA LA INSTALACION DEBERA CUMPLIR CON TODOS LOS REQUERIMIENTOS DE OSHA, PROSHA, NFPA.
- 8.6 EL SUPLIDOR DEBERÁ DEMOSTRAR EXPERIENCIA EN ESTOS SISTEMAS CON EQUIPOS INSTALADOS EN PUERTO RICO POR MÁS DE 5 (CINCO) AÑOS FUNCIONANDO A PLENO.
- 8.7 EL SUPLIDOR SUMINISTRARÁ INFORMACIÓN DE POR LO MENOS 3 CLIENTES QUE TENGAN INSTALADO ESTOS SISTEMAS POR MÁS DE UN AÑO EN PUERTO RICO.
- 8.8 EL SUPLIDOR DEBERÁ TENER CURSOS DE CAPACITACIÓN CON CERTIFICACIONES DEL FABRICANTE QUE DEMUESTREN SU PLENA CAPACIDAD PARA LA VENTA, INSTALACIÓN, MANTENIMIENTO, PROGRAMACIÓN Y REPARACIÓN DE LOS SISTEMAS QUE REPRESENTA.
- 8.9 EL SUPLIDOR PRESENTARÁ UN MAPA CON LOS ALCANCES DEL EQUIPO (SIRENA) OUE REPARÓ GARANTIZANDO DICHO ALCANCE.
- 8.10 NO HABRÁN CARGOS ADICIONALES DE PROGRAMACIÓN CUANDO SEA REMOTA SIEMPRE Y CUANDO EL EQUIPO ADQUIRIDO LO PERMITA.
- 8.11 EL CONTRATISTA REALIZARÁ TRABAJOS DE REPARACIÓN Y OTROS DE LUNES A VIERNES DE 8 A.M. A 11:00 A.M. Y DEL 1:00 P.M. A 4:00 P.M.

NOTAS ADICIONALES:

-EL CONTRATISTA PROVEERÁ UN CERTIFICADO EN ORIGINAL FIRMADO POR UN



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REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LA CUBIERTA DE LOS SIGUIENTES SEGUROS.

A. CORPORACIÓN DEL FONDO DEL SEGURO DEL ESTADO

B. SEGURO COMPRENSIVO DE RESPONSABILIDAD DE AUTOMÓVIL \$1,000,000.00 - LÍMITE SENCILLO COMBINADO

- C. SEGURO DE RESPONSABILIDAD PATRONAL 1,000,000.00 LÍMITE SENCILLO COMBINADO
- D. SEGURO COMPRENSIVO DE RESPONSABILIDAD PÚBLICA GENERAL \$1,000,000.00
- NOTA: ES IMPORTANTE QUE PARA ESTE CONTRATO EL SUPLIDOR SE ASEGURE DE TENER CUBIERTAS CONTÍNUAS DURANTE TODA LA VIGENCIA DEL MISMO. EN AQUELLOS CASOS DONDE EXISTAN PERÍODOS SIN CUBIERTA DE SEGUROS, LA AUTORIDAD NO REALIZARÁ PAGO ALGUNO Y ESTO SE REGISTRARÁ COMO UN INCUMPLIMIENTO EN ESTE CONTRATO. ESTE INCUMPLIMIENTO ESTARÁ SUJETO A LAS DISPOSICIONES ESTABLECIDAS EN LA SECCIÓN DE ADVERTENCIAS.

PERSONA CONTACTO:

MARTIN F SOTO MARTÍNEZ OFICIAL DE SEGURIDAD CORPORATIVA TELÉFONO: 787-521-7408

COMPRADOR:

ANGÉLICA ROSARIO DÁVILA- SUPERVISOR DE COMPRAS

TELÉFONO: 787-521-3034

CORREO ELECTRÓNICO: ANGELICA.ROSARIO@PREPA.COM

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,



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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 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 EXCEMPT 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 EXCEMPT 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.

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.



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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.

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 EFECTÜE 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.



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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 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,



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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 Leyes de Ética which is available at:

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



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Mail Invoice To:

Vendor:

ENATURA LLC

AUTORIDAD DE ENERGIA ELECTRICA

DIVISION DE TESORERIA

P.O. BOX 70253

SAN JUAN PR 00936-8253

252 PONCE DE LEON AVE

CITY TOWERS SUITE 401

SAN JUAN PR 00908

Please Direct Inquiries to:

ANGELICA ROSARIO DAVILA

AROSARIO16128@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Ext:

Fax :

Work Location:

CONTROL AMBIENTAL CENTRAL SJ

CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA

PUERTO NUEVO PR 00920

Title: REHABILITACION AREAS CON DAÑOS DEBIDO AL HURACAN MARIA

USD

Total Value :

\$96,864.00

** NOT TO EXCEED **

Pricing Method:

ESTIMATE

Contract Type :

CONSTRUCTION

Start Date:

11/05/2018

Project

End Date :

Vendor Authorized Signature

Randy Freeman / President

Printed Name/Title

11/20/2018

787-664-0487

Date Signed

Phone

Authorized Signature

Angélica Rosario Dávila- Supervisora de Compras

Printed Name/Title

16 noviembre 2018

787-521-3034

Date Signed

Phone

Scope of Work

CONTRATO

80617

REQUISICION

180945



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TÍTULO: REHABILITACION DE AREAS DEBIDO AL PASO HURACAN MARIA CENTRAL SAN JUAN

SE ADJUDICA ORDEN SEGÚN TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPAÑÍA EN EL PROCESO COMPETITIVO DEL RFP 0001655.

ALCANCE DEL TRABAJO CONTRATADO

- 1. EL CONTRATISTA PROVEERA TODOS LOS MATERIALES, MAQUINARIAS, SEGUROS, HERRAMIENTES, GRUA , ANDAMIOS, LABOR, SUPERVISION , PERSONAL CAPACITADO Y CERTIFICADO Y TODO LO NECESARIO PARA REALIZAR LA REPARACIÓN DE LAS ESTRUCTURAS DE: TALLER DE CARPINTERÍA, CUARTO DE COMPRESORES DE LA PLANTA DE TRATAMIENTO, CUARTO DE INCENDIOS, ANGAR AMBIENTAL UBICADO EN LAS POCETAS DE CIENO Y CORTINAS DE ALUMINIO EN EL EDIFICIO DE ESTRUCTURAS Y TERRENOS.
- 2. EL TRABAJO SE REALIZARA EN UN PERIODO NO MAYOR DE 45 DIAS LABORABLES (MAXIMOS). HABRA UNA PENALIDAD POR ATRASO DE \$100.00 DIARIOS HASTA CUBRIR UN 10% DEL COSTO DE LA ORDEN DE SERVICIO, SIEMPRE Y CUANDO EL ATRASO SEA DIRECTAMENTE POR EL LICITADOR Y NO POR UN ACTO DE DIOS O POR RESPONSABILIDAD DE LA AEE.
- 3. EL CONTRATISTA SOMETERA POR ESCRITO, ANTES DE COMENZAR LAS LABORES, UN PROGRAMA DE TRABAJO DETALLADO CON LAS DISTINTAS ETAPAS Y DURACION DE LOS MISMOS. LOS TRABAJOS SE REALIZARAN EN HORAS LABORABLES DE LA AEE DE LUNES A VIERNES DE 7:30 AM 4:00 PM.
- 4. EL CONTRATISTA COORDINARA CON UN REPRESENTANTE DE LA AUTORIDAD (AEE) CUALQUIER CONFLICTO QUE PUEDA TENER EN SU AREA DE TRABAJO QUE AFECTE LA CONTINUIDAD Y DESARROLLO DEL PROYECTO.
- 5. EL CONTRATISTA MANTENDRA SU AREA DE TRABAJO LIMPIA, LIBRE DE BASURA Y ORDENADA.
- 6. 'EL TRABAJO DE REPARACIÓN DE LAS ESTRUCTURAS Y DEMAS AREAS SE REALIZARA DE UNA FORMA SEGURA AL AMBIENTE Y QUE NO SEA PERJUDICIAL A LOS EMPLEADOS NI AL PUBLICO EN GENERAL. EN EL EVENTO QUE SE ENCONTRARA CUALQUIER CONDICION INESPERADA QUE PUEDA PONER EN PELIGRO LA VIDA, EL AMBIENTE O LA SEGURIDAD DE LOS EMPLEADOS O DEL PUBLICO, LA COMPANIA CONTRATADA TIENE QUE SUSPENDER INMEDIATAMENTE LOS TRABAJOS, NOTIFICAR AL REPRESENTANTE DE LA AEE A CARGO DE ESTA CONDICION Y SEGUIR LAS INSTRUCCIONES SOBRE LAS PRECAUCIONES A SER TOMADAS.



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- AREAS A SER TRABAJADAS Y MEDIDAS APROXIMADAS:
- -TALLER DE CARPINTERIA 3,228 PIES CUADRADOS
- -OFICINA INGENIERIA PUERTA ALUMINIO CON CRISTAL E INSTALACION 6X3
- -CUARTO DE COMPRESORES DE LA PLANTA DE TRATAMIENTO 1,440 PIES CUADRADOS
- -CUARTO BOMBAS DIESEL SISTEMA CONTRA INCENDIOS 1,025 PIES CUADRADOS
- -ANGAR AMBIENTAL INSTALACION DE PUERTAS ENTRADAS Y SUS RIELES
- -CORTINAS DE ALUMINIO EN ENTRADAS EDIFICIO ESTRUCTURAS Y TERRENOS-130 PIES CUADRADOS
- -PUERTA SISTEMA CONTRA INCENCIOS DE LOS TANQUES DE COMBUSTIBLE

REQUISITOS GENERALES

- 1. EL CONTRATISTA DEBERA COORDINAR QUE SE LE OFREZCA A TODO SU PERSONAL LOS ADIESTRAMIENTOS QUE INCLUYAN PERO NO SE LIMITAN A : MANEJO DE ANDAMIOS Y ORIENTACIONES DE SEGURIDAD INDUSTRIAL, AMBIENTAL Y DE SEGURIDAD (HOMELAND), PREVIO AL COMIENZO DE LAS LABORES EN LAS FACILIDADES DE LA AEE. ESTE SOLICITARA LAS ORIENTACIONES AMBIENTALES, DE SALUD Y SEGURIDAD QUE OFRECE EL PERSONAL DE LA CENTRAL (HIGIENIESTA, COORDINADORES DE NPDES, SEGURIDAD, ETC.)
- 2. EL CONTRATISTA DEBERA ESTABLECER Y COORDINAR EL ACCESO DE SU PERSONAL A LAS FACILIDADES DE LA AEE CON EL PERSONAL ENCARGADO DE ESTAS.
- 3. EL CONTRATISTA ES RESPONSABLE POR SUPLIR Y VELAR QUE SUS EMPLEADOS UTILICEN EN TODO MOMENTO TANTO EL EQUIPO DE SEGURIDAD NECESARIO PARA EL TIPO DE TRABAJO QUE VAN A REALIZAR (EJ. BOTAS, CAPACETE, GUANTES, GAFAS, ARNES, ETC.) COMO LAS MEJORES PRACTICAS DE TRABAJO NECESARIAS PARA EVITAR LESIONES O ACCIDENTES.
- 4. ES INDISPENSABLE QUE LOS EMPLEADOS DEL CONTRATISTA ESTEN IDENTIFICADOS EN FORMA VISIBLE MEDIANTE TARJETAS DE IDENTIFICACION DE LA COMPAÑÍA EN TODO MOMENTO MIENTRAS ESTEN DENTRO DE LAS INSTALACIONES DE LA AUTORIDAD Y DEBEN MANTENERSE EN EL AREA DE TRABAJO. LOS EMPLEADOS DEL



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CONTRATISTA DEBERAN ESTAR EN TODO MOMENTO IDENTIFICADOS DE ALGUN MODO CON EL LOGO DE LA COMPAÑÍA. (EJ. TARJETA, Y/O CAMISAS, Y/O CASCO CON LOGO, ETC.)

- 5. EL CONTRATISTA CUMPLIRA CON TODAS LAS LEYES, REGLAMENTOS, ESTATUTOS, REGLAS Y/O GUIAS APLICABLES DE CUALQUIER AGENCIA O AUTORIDAD PUBLICA QUE TENGA LA JURISDICCION EN PUERTO RICO SOBRE LA SEGURIDAD DE LAS PERSONAS Y LA CONSERVACION DEL AMBIENTE.
- 6. SERA RESPONSABILIDAD DEL CONTRATISTA DE EXIGIR Y MANTENER, DE ACUERDO CON LAS CONDICIONES EXISTENTES Y AL PROGRESO DEL PROYECTO, TODAS LAS SALVAGUARDAS NECESARIAS PARA LA PROTECCION DE LA SEGURIDAD, INCLUYENDO LETREROS DE PRECAUCION Y SUPERVISION GENERAL DE CONTROL DE ACCESO A LAS AREAS DE TRABAJO EN PROGRESO.
- 7. EL CONTRATISTA PROVEERA EN EL LUGAR DE TRABAJO UN AREA PARA LA COLECCIÓN DE BASURA Y RESIDUOS DE MATERIAL DURANTE LA EJECUCION DE LAS LABORES PARA SU DISPOSICION EN CONTENEDORES PROVISTOS POR LA AEE. ESTO INCLUYE SCRAP METAL, ALUMINIO Y CUALQUIER OTRO TIPO DE METALES PARA SU DISPOSICION POR LA AEE.
- 8. ES RESPONSABILIDAD DEL CONTRATISTA EL MANTENER LAS AREAS DE TRABAJO LIMPIAS Y EN ORDEN ASI COMO EL MANEJO DE TODOS LOS ESCOMBROS, MATERIALES REMOVIDOS, USADOS Y SOBRANTES.
- 9. LA AUTORIDAD PROVEERA LA ELECTRICIDAD , PROVISION ADECUADA DE AGUA PARA LA REALIZACION DE LOS TRABAJOS DE SER NECESARIO Y CONTENEDORES PARA DISPOSICION DE BASURA Y METALES. LA DISPOSICION FINAL DE LOS DESPERDICIOS INCLUYENDO LOS METALES SERAN POR LA AEE.
- 10. TODA BASURA O ESCOMBRO TIENE QUE SER RECOGIDA Y DEPOSITADA EN EL CONTENEDOR PROVISTO POR LA AEE DIARIAMENTE CON LA PREMISA DE QUE EL AREA DE TRABAJO PERMANECERA SIEMPRE NITIDA Y LIMPIA A SATISFACCION DEL REPRESENTANTE DE LA AEE A CARGO DEL PROYECTO Y DEL PERSONAL DE LA CENTRAL.
- 11. SE UTILIZARA CUALQUIER MEDIO DE CONTROL DE INGENIERIA PARA MANTENER EL AREA LIBRE DE POLVO, CONTAMINANTES AEREOS, SOLIDOS Y LIQUIDOS Y DEL SUCIO PROVOCADO POR ESTOS TRABAJOS.
- 12. UNA VEZ TERMINADO EL TRABAJO SE VERIFICARA CON EL SUPERVISOR DE LA AEE Y SE RECOMENDARA PARA PAGO.LOS TRABAJOS SE PAGARAN POR ETAPAS SEGÚN SE COMPLETEN LAS AREAS ANTES DESCRITAS.
- 13. EL CONTRATISTA PROVEERA Y SERA RESPONSABLE DE TODO EL EQUIPO



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REQUERIDO PARA REALIZAR EL TRABAJO. LA REMOCION INMEDIATA DE LOS EQUIPOS ES REQUERIDA UNA VEZ FINALIZADA LAS LABORES.

- 14. EL CONTRATISTA SERA RESPONSABLE POR CUALQUIER DAÑO HACIA EL PERSONAL Y/O A LA ESTRUCTURA, EQUIPOS, INSTRUMENTOS, LINEAS ELÉCTRICAS, ETC, O QUE AFECTE LA OPERACIÓN DE LA CENTRAL POR CAUSA DE ACCIDENTES RELACIONADOS CON EL ALAMACENAJE DE ESTOS PRODUCTOS. DE ACUERDO A LA MAGNITUD DEL DAÑO SE LE INDICARA AL CONTRATISTA LA URGENCIA CON LA QUE DEBE ATENDER LA SITUACIÓN.
- 15. INCULIR LOS PROCEDIMIENTOS PARA EL CUMPLIMIENTO CON LOS ESTANDARES APLICABLES AL PROYECTO, INCLUYENDO, PERO NO LIMITANDO A:
- " SCAFFOLDS (29 CFR 1926 SUBPART L)
- " PERSONAL PROTECTIVE EQUIPMENT (29 CFR 1910 SUBPART I)
- " FALL PROTECTION (29 CFR 1910.28)
- 16. SI LA AUTORIDAD DE ENERGIA ELECTRICA RECIBIERA UNA FALTA ADMINISTRATIVA O MULTA DE ALGUNA AGENCIA REGULADORA FEDERAL O ESTATAL (USCG, EPA, JCA) A CONSECUENCIA DE QUE EL CONTRATISTA NO REALICE LOS TRABAJOS EN ESTRICTA CONFORMIDAD CON TODOS LOS REGLAMENTOS APLICABLES, EL CONTRATISTA REMBOLSARA A LA AEE LA TOTALIDAD DE LA MULTA MAS LOS CARGOS ADMINISTRATIVOS QUE CONLLEVEN.
- 17. EL CONTRATISTA CUMPLIRA CON LO QUE APLIQUE DEL MANUAL DE REQUISITOS A CUMPLIR POR EL CONTRATISTA, COPIA DEL CUAL SE ACOMPAÑA.
- 18. EL CONTRATISTA CUMPLIRA CON LAS CLAUSULAS DE SEGURIDAD OCUPACIONAL PARA CONTRATOS, COPIA LA CUAL SE ACOMPAÑA.

REQUISITOS DE SEGUROS PARA ESTE CONTRATO

- -EL SUPLIDOR DEBE SOMETER LOS SIGUIENTES DOCUMENTOS: SE REQUIERE UN CERTIFICADO DE SEGURO FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LAS CUBIERTAS QUE SE SOLICITAN, EN ORIGINAL:
- A) PÓLIZA FONDO SEGURO DEL ESTADO (CFSE)



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- B) SEGURO DE RESPONSABILIDAD PATRONAL
 - 1) \$1,000,0000 LÍMITE SENCILLO COMBINADO
- C) SEGURO COMPRENSIVO DE RESPONSABILIDAD GENERAL
 - 1) \$1,000,000 LÍMITE SENCILLO COMBINADO
- D) SEGURO COMPRENSIVO DE RESPONSABILIDAD AUTOMÓVIL
 - 1) \$1,000,000 LÍMITE SENCILLO COMBINADO

ES IMPORTANTE QUE PARA ESTE CONTRATO, EL SUPLIDOR SE ASEGURE DE TENER CUBIERTAS CONTINUAS DURANTE LA VIGENCIA DEL MISMO. EN AQUELLOS CASOS DONDE EXISTÍAN PERIODOS SIN CUBIERTAS DE SEGUROS, LA AUTORIDAD NO REALIZARÁ PAGO ALGUNO Y ESTO SE REGISTRARÁ COMO UN INCUMPLIMIENTO DE CONTRATO. ESTE INCUMPLIMIENTO ESTARÁ SUJETO A LAS DISPOSICIONES ESTABLECIDAS EN LA SECCIÓN DE ADVERTENCIAS.

- I. Compliance with Applicable Federal Law, Regulations and Executive Orders.
- A. Compliance with the Contract Work Hours and Safety Standards Act $(40 \text{ U.S.C. } \$\$ \ 3701-3708)$ as supplemented by Department of Labor regulations (29 CFR part 5).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Under 40 U.S.C. 3702 of the Act, the Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to



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work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Government of

Puerto Rico shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.
- B. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with



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obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (the Puerto Rico Emergency Management Agency).

C. Breach of Contract Terms. Any violation or breach of terms of this Contract on the part of the Contractor or a subcontractor may result in

the suspension or termination of this Contract or such other action, including the recovery of damages, as may be necessary to enforce the rights of PREPA. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

D. Clean Air Act and the Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to PREPA and understands and agrees that PREPA will, in turn, report each violation as required to assure notification to the Government of Puerto Rico, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- E. Changes. At any time, and only through a written change order instruction, PREPA may make changes in the Services or work to be performed within the general scope of this Contract.

 If such changes cause an increase or decrease in Contractor's cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly, provided, however, that no changes shall be made to the scope of the Services that would render the costs incurred in the performance of this Contract unallowable or not allocable under, or outside the scope or not reasonable for the completion of, Federal grant awards from FEMA or any other U.S. Federal agency.
- F. Sufficiency of Funds. The Contractor recognizes and agrees that funding for this Contract is contingent upon the availability of Federal assistance awarded by federal agencies to the Government of Puerto Rico. A



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failure of PREPA to make any payment under this Contract due to unavailability of Federal and/or Government of Puerto Rico funding shall not constitute a breach of the Contract by PREPA or default thereunder and PREPA and the Government of Puerto Rico shall not be held financially liable therefore. If during the term of this Contract, Federal or local funding is reduced, deobligated, or withdrawn, PREPA may reduce the scope of or terminate the Contract. PREPA shall provide the Contractor with written notice of the lack of funding within a reasonable time and PREPA reserves all rights to reduce the scope of or terminate the Contract as a result of lack of funding.

- G. FEMA Disaster Assistance Survivor/Registrant Data.
- (a) If the Contractor has access to Disaster Assistance Survivor/Registrant data or any other personally identifiable information, the Contractor shall comply with the provisions of the Terms and Conditions for Sharing FEMA Disaster Assistance Survivor/Registrant Data with State Governments set forth in the FEMA-Government of Puerto Rico Contract for FEMA-4339-DR-PR.
- (b) The Contractor shall indemnify, defend, and hold harmless PREPA and the Government of Puerto Rico for any and all costs associated with the defense of that litigation, including costs and attorneys' fees, settlements, or adverse judgments arising from the Contractor's failure to comply with the requirements under this contract.
- H. Costs. All costs incurred by the Contractor in performance of this Contract must be in accord with the cost principles of 2 C.F.R. pt. 200, Subpart PREPA shall not be required to make payments to the Contractor for costs which are found to be contrary to the cost principles 2 C.F.R. pt. 200, Subpart E.
- I Financial Management System. The Contractor's financial management system shall provide for the following:
- (1) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Contractor;
- (2) records adequately identifying the source and application of all Contractor funds and all funds administered by the Contractor which shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income, and shall be segregated by contract or on a contract-by-contract basis;
- (3) effective internal control structure over all funds, property and other assets, sufficient to allow the Contractor to adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- (4) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Contractor;



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- (5) accounting records supported by source documentation;
- (6) procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Contractor; and
- (7) procedures consistent with the provisions of any applicable policies of the Federal Government and the Government of Puerto Rico and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.
- J. Penalties, Fines, and Disallowed Costs. In the event that any U.S. Federal agency or the Government of Puerto Rico disallows or demands repayment for costs incurred in the performance of this Contract, or if any penalty is imposed due to an act or omission by the Contractor, the Contractor shall be solely responsible for such penalty, disallowed costs, or repayment demand, and shall reimburse PREPA in full within ten (10) days of receiving notice from PREPA of such penalty, disallowance, or repayment demand. Any monies paid by the Contractor pursuant to this provision shall not relieve the Contractor of liability to PREPA for damages sustained by PREPA by virtue of any other provision of this Contract.
- K. Debarment, Suspension, and Ineligibility.
- (1) The Contractor represents and warrants that the Contractor, it principals, and affiliates have not been debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000 (government debarment and suspension regulations). The Contractor represents and warrants that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those provisions. During the term of this Contract, the Contractor will periodically review SAM.gov and local notices to verify the continued accuracy of this representation. The Contractor shall require all subcontractors at every tier to comply with this requirement.
- (2) This certification is a material representation of fact relied upon by PREPA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, in addition to remedies available to the Government of Puerto Rico and PREPA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- L. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by PREPA.
- M. Review of laws. The Contractor certifies that it will access online and read each law that is cited in the aforementioned clauses and that, in the event it cannot access the online version, it will notify PREPA in order to obtain printed copies of the laws. Not requiring a printed copy of the laws to PREPA will be evidence that the Contractor was able to find



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it online and read it as required.

- N. Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations:
- (1) PREPA is using Federal grant funding awarded or administered by FEMA to the Government of Puerto Rico and/or PREPA to pay, in full, for the costs incurred under this Contract. As a condition of FEMA funding under major disaster declaration FEMA-4339-DR-PR, FEMA requires the Government of Puerto Rico and PREPA to provide various financial and performance reporting.

The Contractor agrees to provide all information, documentation, and reports necessary to satisfy these reporting requirements. Failure by the Contractor to provide information necessary to satisfy these reporting requirements may result in loss of Federal funding for this Contract, and such failure shall be a material breach of this Contract.

- (2) Applicable Regulations and Policy. Applicable regulations, FEMA policy, and other sources setting forth these reporting requirements include, but are not limited to:
- (i) 2 C.F.R. § 327 (Financial Reporting);
- (ii) 2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance);
- (iii) Performance and financial reporting requirements set forth in 2 C.F.R. Part 206.
- Access to Records.

The Contractor agrees to provide PREPA, the Government of Puerto Rico, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to work sites pertaining to the work being completed under the Contract.

P. Retention requirements for records.

The Contractor agrees to maintain all books, records, accounts and reports and all other records produced or collected in connection with this Contract for a period of not less than three (3) years after the date of final payment and closed-out of all pending matters related to this Contract. If any litigation, claim, or audit is reasonably anticipated to arise or is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.



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Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial re- port, respectively, as reported to the Federal awarding agency or pass- through entity in the case of a sub- recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- 1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When PREPA is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- 3) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- 4) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3- year retention requirement is not applicable to the non-Federal entity.
- Performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- for Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: in- direct cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- 7) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate,



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then the 3-year retention period for its supporting records starts from the date of such submission.

- 8) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- Q. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- R. Procurement of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired-(i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

- S. Solid Waste Disposal Act. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and re- source recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- T. Energy Efficiency. The Contractor agrees to comply with the requirements of 42 U.S.C. § 6201, which contain policies relating to energy efficiency that are defined in the Government of Puerto Rico's energy conservation plan issued in compliance with said statute.
- U. Compliance with the Davis-Bacon Act
 The Contractor shall comply with the Davis-Bacon Act, 40 U.S.C. §§
 3141-3148, and the requirements of 29 C.F.R. § 5.5 as may be applicable,



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which are incorporated by reference into this Contract.

The Contractor or subcontractor shall insert in any subcontracts the clause in subsection (a) and such other clauses as FEMA may by appropriate instructions require. The Contractor shall require all subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

V. Compliance with the Copeland Anti-Kickback Act (applicable to all contracts subject to the Davis-Bacon Act).

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, all of which are incorporated by reference into this Contract.

The Contractor and subcontractor shall insert in any subcontracts the foregoing clause and such other clauses as FEMA may by appropriate instructions require. The Contractor shall require all subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract and for debarment as a Contractor and subcontractor, as provided in 29 C.F.R. § 5.12.

W. Equal Opportunity.

During the performance of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



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The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding (if any) a notice advising the labor union or workers' representative of the Contractor's commitments under section 202 of the US Executive Order 11246 of

September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by PREPA, the Government of Puerto Rico, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be



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directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction con- tract'' in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity''

(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- X. Age Discrimination Act of 1975. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- Y. Americans with Disabilities Act. The Contractor shall comply with the appropriate areas of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the term of this Contract.
- Z. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- AA. Section 504 of the Rehabilitation Act of 1973, as Amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance
- BB. Drug-Free Workplace. The Contractor shall maintain a drug-free work environment in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101 et seq.), and implementing regulations at 2 C.F.R Part 3001.



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CC. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

PREPA must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- Rights to Inventions Made Under a Contract. Unless otherwise provided by law, this Contract is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14. 35 U.S.C. § 200 et If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of par- ties, assignment or performance of experimental, developmental, or research work under that ''funding agreement, ' ' the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, '' and any implementing regulations issued by the awarding agency.
- EE. Compliance with Laws, Regulation and Executive Orders. The Contractor acknowledges that FEMA financial assistance will be used to fund this Contract. The Contractor shall comply will all applicable Federal and Government of



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Puerto Rico law, regulations, executive orders, policies, procedures, and directives, including but not limited to all Federal Cost Principles set forth in 2 C.F.R. Part 200, and all applicable FEMA regulations in 44 C.F.R. Chapter I. 2 C.F.R. Part 200.

- FF. Provisions Required by Law Deemed Inserted. Each and every provision required by law regulation, executive order, policy, procedure, directive, Federal grant award or agreement, or cooperative agreement with any Federal agency to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- GG. Agreement to Execute Other Required Documents. Contractor and all subcontractors, by entering into the Contract, understand and agree that funding for the Services is provided under Federal programs with specific contracting requirements. To the extent any such requirement is not otherwise set forth herein, Contractor agrees to execute such amendments or further agreements as may be necessary to ensure that PREPA received Federal funding for this Contract.
- HH. U.S. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the U.S. Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- II. No Obligation by the Federal Government. PREPA and the Contractor acknowledge and agree that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to PREPA, Contractor, or any other party pertaining to any matter resulting from the contract.

Contract Amendments

Amendment: 001 Execution Date : 11/16/2018

Title : ENMIENDA INCISO NUMERO 7 AREAS A CUBRIR

Amended Start : Amended End Date:



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** NOT TO EXCEED **

Amendment Value: Pricing Method :

Amendment Scope

CONTRATO 80617 ENMIENDA 001

ENMIENDA INCISO NUMERO 7- AREAS A CUBRIR BAJO ESTE CONTRATO

SE PREPARA ESTA ENMIENDA 001 AL CONTRATO 80617 PARA CORREGIR EL ALCANCE DE AREAS A TRABAJAR BAJO ESTE CONTRATO.

AREAS A SER TRABAJADAS Y MEDIDAS APROXIMADAS:

- -AREA SCRAB METAL/ DESPERDICIOS CON ACEITES
- -AREA PARA LANCHAS CONTROL DE DERRAMES
- -BOMBAS DE TRANSFERENCIAS
- -PORTON EQUIPOS MPT Y TN UNIDAD 7
- -CORTINAS EDIFICIO ADMINISTRATIVO

LOS TERMINOS Y CONDICIONES ORIGINALES DEL CONTRATO PERMANECEN SIN MODIFICACIÓN ALGUNA.

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Mail Invoice To:

Vendor:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253

AIT TECHNOLOGIES INC PO BOX 363867 SAN JUAN PR 00936-3867

Please Direct Inquiries to: ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Ext:

OFICINA ADMINISTRATIVA DCSJ CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA

Work Location:

PUERTO NUEVO PR 00920

Title: COMPRA E INSTALACION UNIDAD DE 12,000BTU OFICINA NPDES CSJ

Total Value :

Fax :

\$995.00 USD

** NOT TO EXCEED **

Pricing Method: ESTIMATE

TECHNICAL SERVICES

Start Date: 11/06/2018

Contract Type : Project

End Date :

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone

Make How in comp

Printed Name/Title

Date Signed

Terms and Conditions - Text at End

Fac Standard

Rev S/P Text

Title

PH000001

004 S Y

EQUAL OPPORTUNITY

PH000002

005 S

COMPLIANCE WITH LAWS. Y



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Terms and Conditions - Text at End

Fac	Standard	Rev	s/p	Text	Title
	PH000004	005	S	Y	INFRINGEMENT
	РН000006	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
	РН000033	009	S	Y	FORCE MAJEURE
	PH000037	007	s	¥	TERMINOS PARA RETENCION EN EL ORIGEN
	PH000038	005	S	Y	NONWAIVER.
	PH000040	007	s	Y	RELATIONSHIP OF THE PARTIES.
	РН000057	005	S	Y	TERMINATION
	PH000082	002	S	Y	ANTI-KICKBACK

Scope of Work

CONTRATO 82152 CONTRAT REQUISITION 192539

COMPRA E INSTALACION UNIDAD DE 12,000BTU OFICINA NPDES CSJ

SE ADJUDICA ORDEN SEGÚN LOS TÉRMINOS Y CONDICIONES DE LA AUTORIDAD Y SEGÚN PROPUESTA DE LA COMPANIA AIT TECHNOLOGIES DEL 5 DE OCTUBRE DE 2018.

ALCANCE DEL TRABAJO CONTRATADO

COMPRA E INSTALACIÓN DE UNIDAD TIPO MINI SLIT DE 12,000 BTU CON PROTECION ELECTRICA (CIRCUIT ARRESTER) PARA OFICINA NPDES DE LA CENTRAL SAN JUAN. PROVEER TODA HERRAMIENTA, PIEZA, SUPERVISION, PARA REEMPLAZO DE UNIDAD QUE SE ENCUENTRA DAÑADA OFICINA NPDES EN LA CENTRAL SAN JUAN. ESPECIFICACIONES TECNICAS ADJUNTAS: PROVEER TODA HERRAMIENTA, PIEZA, SUPERVISION, PARA REEMPLAZO DE LA UNIDAD QUE ESTÁ DAÑADA EN LA OFICINA DE NPDES CENTRAL SAN JUAN.

LAS UNIDAD DE AIRE ACONDICIONADO ORIGINAL ES UNA UNIDAD MARCA TGM MODELO MWENT 12S 208/230VAC-1 FASE 60HZ. REFRIGERANTE R-410. SE REQUIERE REEMPLAZO DE LA UNIDAD TIPO MINI SPLIT DE 12,000 BTU 208/230V 1 FASE 60HZ. CON PROTECTOR DE VOLTAJE (PHASE MONITOR).

INCLUYE PERO NO SE LIMITA A AISLACIÓN NUEVA Y PROTECCIÓN CONTRA OXIDACIÓN MARINA EN LA UNIDAD CONDENSADORA. DE NO TENERLA, SE REQUIERE QUE SE PINTE LA CONDENSADORA CON PRODUCTO HERECITE; NO HAY SUSTITUTOS, EL CONTRATISTA PROVERA EVIDENCIA MEDIANTE FOTOS DE LA PINTURA EN LA UNIDAD CONDENSADORA, AL REPRESENTANTE DE LA AUTORIDAD. TAMBIEN SE REQUIERE CABLERIA DE



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POTENCIA Y CONTROL NUEVA, PROTECCIÓN ELECTRICA TANTO PARA LA CONDESADORA COMO PARA LA EVAPORADORA COMO TAMBIEN A LA CONDENSADORA MEDIANTE EL USO DE UN PROTECTOR DE VOLTAJE (PHASE MONITOR).

SE REQUIERE QUE AL MENOS SE REALICEN LAS SIGUIENTES ACTIVIDADES PARA LA INSTALACIÓN DE LA UNIDAD TIPO MINI SPLIT DE 12,000BTU DE AIRE ACONDICIONADO.

- 1. RECUPERAR EL REFRIGERANTE.
- 2. REMOVER LA UNIDAD INSTALADA Y DISPONER DE ELLA DE FORMA CORRECTA FUERA DE LA CENTRAL BAJO RESPONSABILIDAD DEL CONTRATISTA.
- 3. TAPAR HUECOS DE LA UNIDAD INSTALADA DE SER REQUERIDO PARA LUEGO INSTALAR LA UNIDAD NUEVA.
- 3. INSTALACION DE UNIDAD TIPO MINI SPLIT DE 12,000BTU CON PROTECCIÓN ELECTRICA EN CONDENSADOR, INSTALAR AISLACIÓN ABIERTA (CON "TAPE" AISLANTE) DESDE LA CONDENSADORA A LA EVAPORADORA NUEVA, CABLERIA DE CONTROL Y ELECTRICA SI APLICA. SI SU CONECCIÓN NO ES 208/230V TIENE QUE REALIZAR LAS CONECCIONES ELECTRICAS CORRESPONDIENTES PARA DEJAR LAS UNIDADES FUNCIONALES Y QUE CUMPLA CON LOS ESTANDADES ELECTRICOS MAS RECIENTES.
- 4. INSTALACIÓN DE PROTECTOR DE VOLTAJE DIGITAL.
- 5. PROBAR EL SISTEMA POR LIQUEOS CON NITROGENO (DE ENCONTRAR UN ESCAPE SE REQUIERE REPARARSE).
- 6. GENERAR VACIO EN LAS LINEAS DEL REFRIGERANTE.
- 7. INYECTAR REFRIGERANTE.
- 8. CONECTAR ELECTRICAMENTE
- 9. LA INSTALACIÓN DE ESTE SISTEMA SE REALIZARÁ DURANTE LAS HORAS LABORALES DE 7:30AM A 11:30AM Y DE 12:30PM A 4:00PM DURANTE LA SEMANA DE LUNES A VIERNES. EL TRABAJO TIENE QUE SER COMPLETADO Y TERMINADO ANTES DEL FIN DE SEMANA PARA QUE AMBAS UNIDADES QUEDEN OPERACIONALES.
- 10. EL ÁREA DE TRABAJO TIENE QUE QUEDAR LIMPIA Y ORDENADA DE ESCOMBROS Y MACHAS DE ACEITE CUANDO SE ENTREGUE EL TRABAJO TERMINADO.
- 11. PROBAR EL SISTEMA.

SE REQUIERE UNA GARANTIA EN PIEZAS Y LABOR DE UN AÑO Ó GARANTIA DEL MANUFACTURERO LO QUE SEA MAYOR. SE REQUIERE UN INFORME DETALLANDO DE LOS TRABAJOS Y EL INFORME CON LOS SELLOS DEL COLEGIO DE TECNICOS DE REFRIGERACION DE AIRE ACONDICIONADO QUE APLIQUEN.EL SUPLIDOR TIENE CUATRO DIAS LABORALES PARA REALIZAR ESTE TRABAJO. HABRA UNA PENALIDAD DE \$50 POR DIA HASTA UN 20% DEL VALOR COTIZADO POR DEMORA INJUSTIFICADA.

SEGUROS REQUERIDOS:

EL CONTRATISTA AGRACIADO PROVEERÁ UN CERTIFICADO EN ORIGINAL FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LA CUBIERTA DE LOS SIGUIENTES SEGUROS:

CORPORACIÓN DEL FONDO DEL SEGURO DEL ESTADO



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SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00

SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 - LIMITE SENCILLO COMBINADO

SEGURO DE RESPONSABILIDAD PATRONAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 - LIMITE SENCILLO COMBINADO

ESTOS SEGUROS DEBERÁN SER ENTREGADOS AL SUPERVISOR DE COMPRAS ANTES DE COMENZAR LOS TRABAJOS CONTRATADOS.

TÉRMINOS Y CONDICIONES:

EL CONTRATISTA OBTENDRÁ Y MANTENDRÁ VIGENTE DURANTE LA DURACIÓN DEL CONTRATO LOS PERMISOS APROPIADOS DE TODAS LAS AUTORIDADES REGULADORAS MUNICIPALES, ESTATALES Y FEDERALES, RESPECTO A LOS SERVICIOS OFRECIDOS.

EN CASO DE INCUMPLIMIENTO DE SERVICIO O DE NO SER SATISFACTORIO, LA AUTORIDAD SE RESERVA EL DERECHO DE CANCELAR ESTE CONTRATO EN CUALQUIER MOMENTO SIN NECESIDAD DE NOTIFICACIÓN PREVIA.

EL CONTRATISTA DISPONDRÁ DE TODO MATERIAL, EQUIPOS Y DEMÁS OBJETOS REMOVIDOS DURANTE EL SERVICIO, CUMPLIENDO CON LAS REGULACIONES Y LEYES AMBIENTALES VIGENTES. EL CONTRATISTA DISPONDRÁ ADECUADAMENTE DE LOS DESPERDICIOS GENERADOS DURANTE LA REALIZACIÓN DE LOS TRABAJOS DESCRITOS EN ESTE DOCUMENTO.

LOS CONTRATISTAS QUE VAYAN A SUBCONTRATAR ALGUNO DE LOS TRABAJOS O SERVICIOS OBJETO DE ESTA PUBLICACIÓN, TENDRÁ QUE ASEGURARSE DE QUE DICHOS SUBCONTRATISTAS NO SEAN COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD. LA AUTORIDAD NO ACEPTARÁ PROPUESTAS EN LAS QUE SE UTILICEN COMO SUBCONTRATISTAS COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD.

EL CONTRATISTA SERA RESPONSABLE POR TODOS LOS DAÑOS QUE SE OCASIONE A PERSONAS O LA PROPIEDAD, COMO RESULTADO DE SU FALTA O NEGLIGENCIA EN RELACION CON EL TRABAJO QUE SE LLEVA A CABO.

TERMINO DE PAGOS: NETO 60 DIAS

EL SUPLIDOR DEBE QUE DESGLOSAR SU PRECIO ENTRE LO QUE ES LABOR Y



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MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NÚM. 48-2013. DE NO DESGLOSAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.

CLAUSULA DE SERVICIOS INTERAGENCIALES: AMBAS PARTES CONTRATANTES RECONOCEN Y ACCEDEN A QUE LOS SERVICIOS CONTRATADOS PODRÁN SER BRINDADOS A CUALQUIER ENTIDAD DE LA RAMA EJECUTIVA CON LA CUAL LA ENTIDAD CONTRATANTE REALICE UN ACUERDO INTERAGENCIAL O POR DISPOSICIÓN DIRECTA DE LA SECRETARIA DE LA GOBERNACIÓN. ESTOS SERVICIOS SE REALIZARAN BAJO LOS MISMOS TÉRMINOS Y CONDICIONES EN CUANTO A HORAS DE TRABAJO Y COMPENSACIÓN CONSIGNADOS EN ESTE CONTRATO. PARA EFECTOS DE ESTA CLÁUSULA, EL TÉRMINO "ENTIDAD DE LA RAMA EJECUTIVA" INCLUYE A TODAS LAS AGENCIAS DEL GOBIERNO DE PUERTO RICO, ASI COMO A LAS INSTRUMENTALIDADES Y CORPORACIONES PÚBLICAS Y A LA OFICINA DEL GOBERNADOR.

CLÁUSULA DE TERMINACIÓN: LA SECRETARIA DE LA GOBERNACIÓN TENDRÁ LA FACULTAD PARA DAR POR TERMINADO EL PRESENTE CONTRATO EN CUALQUIER MOMENTO.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO

- 1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.
- 2. EL CONTRATISTA SOMETERÁ UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO "LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO", O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.
- 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO



Certificación Póliza de Seguro

201920005000061930

A:	AUTORIDAD DE ENERGÍA ELÉCTRICA								
Dirección:									
	SAN JUAN	PR	-0000						
Certificamos	que el patro	no: AITTECHNO	LOGIES INC		, con póliza	0316000691			
cumple con l caso de ocui	los siguientes rrir un accide	s requisitos para la o nte del trabajo.	obtención de l	a cubierta para s	sus obreros o	empleados, e			
1. Rindió su	declaración d	de la nómina en:	02-	Jul-18					
2. Su póliza	cubre los sigi	uientes riesgos :	3631 –180 FU	JNDI.HERRE.,TAI	LLER MEC				
3. Pagó las p	orimas establ	ecidas por el Admir	nistrador en:						
Sem	estre	Fecha de vencim	iento	Fecha de pago)				
	1	09/20/2018		07/01/2018					
		Mes Día Año	-	Mes Día Año					
	2	09/25/2018		07/01/2018					
	_	Mes Día Año	_	Mes Día Año	_				
4. La póliza d	cubre la (s) si	guiente (es) localid	ad (es):						
CENTRA	AL SAN JUAN	1							
PUERTO	NUEVO								
5. Observaci	ones:								
SHMINISTR	O E INSTALA	ACIÓN A/C							
CONTRACT	00082152	995.00							
3. Esta certifi	icación es vá	lida hasta el: <mark>30-Ju</mark>	n-19						

Número Control:

CARMEN J. RAMIREZ RIVERA

21-Nov-18

Firma del Oficial de Seguros





	ACORD TM CERTIFICA	TE OF LIA	BILITY INS	URANCE	DATE 11/20/2018			
PF	RODUCER INSURANCE OF PR		N N					
IN	SURED		INSURERS AFFORDING COVERAGE					
	TTECHNOLOGIES INC. &/OR YESSID E. F	ARINAS		TRIPLI	E-S PROPIEDAD			
	D BOX 363867 IN JUAN, PR 00936							
AC	ORD TM CERTIFICATE OF LIABILITY	INSURANCE						
RE TH	E POLICIES OF INSURANCE LISTED BELOW QUIREMENT, TERM OR CONDITIONOF ANY O E INSURANCE AFFORDED BY THE POLICIES IITS SHOWN MAY HAVE BEEN REDUCED BY	CONTRACT OR OTHE DESCRIBED HEREIN	R DOCUMENT WITH	RESPECT TO WHICH	THIS CERTIFICATE MAY BE ISSU	JED OR	R MAY PERTAIN,	
R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
	GENERAL LIABILITY				EACH OCCURRENCE	\$	1,000,000.00	
	[X] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$	100,000.00	
	[] CLAIMS MADE [X] OCCUR		217722.72	_929121	MED EXP (Any one person)	\$	5,000.00	
Α	PER PROJECT	CP-81083935	7/1/2018	7/1/2019	PERSONAL ADV INJURY	\$	1,000,000.00	
	[]INCLUDED				GENERAL AGGREGATE	\$	3,000,000.00	
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS-COMP/OP AGG	\$	1,000,000.00	
	[] POLICY [] PROJECT [] LOC AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000.00	
Α	[] ANY AUTO [] ALL OWNED AUTOS [X] SCHEDULED AUTOS	CA-46088907	7/1/2018	7/1/2019	BODILY INJURY (Per person)			
	[X] HIRED AUTOS				BODILY INJURY (Per accident)			
	J X NON-OWNED AUTOS				PROPERTY DAMAGE			
	[X] INCLUDING MEDICAL EXPENSES_				(Per accident)			
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT			
	[] ANY AUTO				OTHER THAN EA ACC			
	[]				AUTO ONLY: AGG			
	EXCESS LIABILITY				EACH OCURRENCE			
	[X] OCCUR [] CLAIMS MADE				AGGREGATE			
	[] RETENTION				RETENTION			
	[] UMBRELLA FORM							
	[] WORKERS COMPENSATION AND				[] WC STATUTORY [X] OTHER LIMITS			
	EMPLOYERS LIABILITY	CP-81083935	7/1/2018	7/1/2019	E.L. EACH ACCIDENT	\$	1,000,000.00	
	[X] STOP GAP				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000.00	
Α	COMMERCIAL PROPERTY				E.L. DISEASE - POLICY LIMIT	\$	1,000,000.00	
DE	SCRIPTION OF OPERATIONS/LOCATIONS	VEHICLE/EXCLUS	IONS ADDED BY EN	NDORSEMENT/SPEC	CIAL PROVISIONS			
Co	ompra e Instalación Unidad 12,00b	otu - NPDES CS	SJ - Orden #8	2152				
()	CERTIFICATE HOLDER [X] ADDITIONA	AL INSURED; ()) INSURER LETTE		CANCELLATION			
	ditional Insured:				OVE DESCRIBED POLICIES BE CANCELL OF, THE ISSUING INSURER WILL ENDE			
	toridad de Energía Eléctrica Box 70253			WRITTEN NOTICE TO THE SO SHALL IMPOSE NO OF	CERTIFI ATE HOLDER NAMED TO THE L LIGATION OR LIABILITY OF ANY KIND UP	EFT, BU	IT FAILURE TO DO	
San Juan, PR 00936-8253 AITHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE								
	Marianne Vázquez Maldonado - BENITEZ INSURANCE AGENCY							
	CONTRACTOR OF THE PARTY OF THE		IMPORTAN		The state of the s			
end	e certificate holder is an ADDITIONAL INSURED oersement (s). If SUBROGATIONIS WAIVED, s confer rights to the certificate holder in lieu of suc	ubject to the terms and	e endorsed. A statem	ent on this certificate do	es not confer rights to the certificate require an endorsement. A stateme	holder nt on th	in lieu of such iis certificate does	
	s certificate of Insurance does not constitute a cor atively amend, extend or alter the coverage affor				oducer, and the certificate holder no	r does i	it affirmatively or	



PUERTO RICO ELECTRIC POWER AUTHORITY

Contract: 00082153

Release : Executed:

11/15/2018

Printed :

11/15/2018

Page

Mail Invoice To:

Vendor:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253

AIT TECHNOLOGIES INC PO BOX 363867 SAN JUAN PR 00936-3867

Please Direct Inquiries to: ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Ext:

Fax :

Work Location:

OFICINA ADMINISTRATIVA DCSJ CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA

PUERTO NUEVO PR 00920

Title: COMPRA E INST. UNIDAD DE 36,000BTU PARA COMEDOR CALDERAS CSJ

Total Value :

\$3,995.00 USD ** NOT TO EXCEED **

Pricing Method: ESTIMATE

Contract Type :

TECHNICAL SERVICES

Start Date: 11/06/2018

Project

End Date :

Magraliza konst., b. v s THE ROLL AND METERS OF

Authorized Signarung

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone

Printed Name/Title

Date Signed

Phone

Scope of Work

CONTRATO 82153 CONTRACT REQUISITION 192541



PUERTO RICO ELECTRIC POWER AUTHORITY

Contract: 00082153

Release :

Executed: 11/15/2018 Printed: 11/15/2018

2

Page :

COMPRA E INST. UNIDAD DE 36,000BTU PARA COMEDOR CALDERAS CSJ

SE ADJUDICA ORDEDN SEGÚN TÉRMINOS Y CONDICIONES DE LA AUTORIDAD Y PROPUESTA DE LA COMPANIA AIT TECHNOLOGIES DEL 5 DE OCTUBRE DE 2018.

ALCANCE DEL TRABAJO CONTRATADO

COMPRA E INSTALACIÓN DE UNIDAD PISO TECHO DE 36,000 BTU CON PROTECION ELECTRICA (CIRCUIT ARRESTER) PARA COMEDOR DE CALDERAS EN LA CENTRAL SAN JUAN. PROVEER TODA HERRAMIENTA, PIEZA, SUPERVISION, PARA REEMPLAZO DE UNIDAD QUE SE ENCUENTRA DAÑADA EN EL COMEDOR DE CALDERAS EN LA CENTRAL SAN JUAN.

ESPECIFICACIONES TECNICAS ADJUNTAS: PROVEER TODA HERRAMIENTA, PIEZA, SUPERVISION, PARA REEMPLAZO DE LA UNIDAD QUE ESTÁ DAÑADA EN COMEDOR DE CALDERAS CENTRAL SAN JUAN.

LAS UNIDAD DE AIRE ACONDICIONADO ORIGINAL ES UNA UNIDAD MARCA TGM MODELO 38CKC036340 208/230VAC-1 FASE 60HZ. REFRIGERANTE R-410. SE REQUIERE REEMPLAZO DE LA UNIDAD TIPO MINI SPLIT DE 36,000 BTU 208/230V 1 FASE 60HZ. CON PROTECTOR DE VOLTAJE (PHASE MONITOR). SE SOLICITA QUE LA UNIDAD EN SU CONDENSADORA SEA DE COBRE ALUMINIO Y NO MICRO-CHANNEL. SE SOLICITA QUE LA CONDENSADORA SEA MARCA RHEEM, RHUDD, O LENNOX, NO CARRIER, NO TRANE, NO TGM. NO SE ACEPTAN SUSTITUTOS.

INCLUYE PERO NO SE LIMITA A AISLACIÓN NUEVA Y PROTECCIÓN CONTRA OXIDACIÓN MARINA EN LA UNIDAD CONDENSADORA. SE REQUIERE QUE SE PINTE LA CONDENSADORA CON PRODUCTO HERECITE; NO HAY SUSTITUTOS, EL CONTRATISTA PROVERA EVIDENCIA MEDIANTE FOTOS DE LA PINTURA EN LA UNIDAD CONDENSADORA, AL REPRESENTANTE DE LA AUTORIDAD. TAMBIEN SE REQUIERE CABLERIA DE POTENCIA Y CONTROL NUEVA, PROTECCIÓN ELECTRICA TANTO PARA LA CONDESADORA COMO PARA LA EVAPORADORA COMO TAMBIEN A LA CONDENSADORA MEDIANTE EL USO DE UN PROTECTOR DE VOLTAJE (PHASE MONITOR).

SE REQUIERE QUE AL MENOS SE REALICEN LAS SIGUIENTES ACTIVIDADES PARA LA INSTALACIÓN DE LA UNIDAD PISO TECHO DE 36,000BTU DE AIRE ACONDICIONADO.

- 1. RECUPERAR EL REFRIGERANTE.
- 2. REMOVER LA UNIDAD INSTALADA Y DISPONER DE ELLA DE FORMA CORRECTA FUERA DE LA CENTRAL BAJO RESPONSABILIDAD DEL CONTRATISTA.
- 3. TAPAR HUECOS DE LA UNIDAD INSTALADA DE SER REQUERIDO PARA LUEGO INSTALAR LA UNIDAD NUEVA.
- 4. PINTURA DE LA BASE DONDE SE ENCUENTRA LA UNIDAD ACTUAL Y/O MODIFICACION EN CASO DE QUE NO FUNCIONE CON LA NUEVA CONDENSADORA. ESTE TRABAJO ESTA INCLUIDO EN ESTA ORDEN SIN COSTO PARA LA AUTORIDAD.
- 5. INSTALACION DE UNIDAD PISO TECHO DE 36,000BTU CON PROTECCIÓN ELECTRICA EN CONDENSADOR, INSTALAR AISLACIÓN ABIERTA (CON "TAPE" AISLANTE) DESDE LA CONDENSADORA A LA EVAPORADORA NUEVA, CABLERIA DE CONTROL Y ELECTRICA. SI



PUERTO RICO ELECTRIC POWER AUTHORITY

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Executed: 11/15/2018 Printed: 11/15/2018

Page :

EL CONTRATISTA SERA RESPONSABLE POR TODOS LOS DAÑOS QUE SE OCASIONE A PERSONAS O LA PROPIEDAD, COMO RESULTADO DE SU FALTA O NEGLIGENCIA EN

RELACION CON EL TRABAJO QUE SE LLEVA A CABO.

TERMINO DE PAGOS: NETO 60 DIAS

EL SUPLIDOR DEBE QUE DESGLOSAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NÚM. 48-2013. DE NO DESGLOSAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.

CLAUSULA DE SERVICIOS INTERAGENCIALES: AMBAS PARTES CONTRATANTES RECONOCEN Y ACCEDEN A QUE LOS SERVICIOS CONTRATADOS PODRÁN SER BRINDADOS A CUALQUIER ENTIDAD DE LA RAMA EJECUTIVA CON LA CUAL LA ENTIDAD CONTRATANTE REALICE UN ACUERDO INTERAGENCIAL O POR DISPOSICIÓN DIRECTA DE LA SECRETARIA DE LA GOBERNACIÓN. ESTOS SERVICIOS SE REALIZARAN BAJO LOS MISMOS TÉRMINOS Y CONDICIONES EN CUANTO A HORAS DE TRABAJO Y COMPENSACIÓN CONSIGNADOS EN ESTE CONTRATO. PARA EFECTOS DE ESTA CLÁUSULA, EL TÉRMINO "ENTIDAD DE LA RAMA EJECUTIVA" INCLUYE A TODAS LAS AGENCIAS DEL GOBIERNO DE PUERTO RICO, ASI COMO A LAS INSTRUMENTALIDADES Y CORPORACIONES PÚBLICAS Y A LA OFICINA DEL GOBERNADOR.

CLÁUSULA DE TERMINACIÓN: LA SECRETARIA DE LA GOBERNACIÓN TENDRÁ LA FACULTAD PARA DAR POR TERMINADO EL PRESENTE CONTRATO EN CUALQUIER MOMENTO.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO

- 1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.
- 2. EL CONTRATISTA SOMETERÁ UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO "LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO", O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.



PUERTO RICO ELECTRIC POWER AUTHORITY

Contract: 00082153

Release :

Executed: 11/15/2018 Printed: 11/15/2018

5

Page ;

3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.



Certificación Póliza de Seguro

Número Control: 201920005000061929

A:	AUTORIDAD DE ENERGÍA ELÉCTRICA							
Dirección:								
				Service				
	SAN JUAN	l PR	-000	0				
Certificamos	s que el patro	ono: AITTECHNO	LOGIES IN	<u> </u>	, con póliza	0316000691		
cumple con caso de ocu	los siguiente ırrir un accide	s requisitos para la ente del trabajo.	obtención d	e la cubierta para	sus obreros o	empleados, er		
1. Rindió su	declaración	de la nómina en: _	7	//2/2018				
2. Su póliza	cubre los sig	uientes riesgos :	3631 -180	FUNDI.HERRE.,TA	LLER MEC			
3. Pagó las	primas estab	lecidas por el Admi	nistrador en					
Sen	nestre	Fecha de vencin	niento	Fecha de page	o			
	1	9/20/2018	_	7/1/2018				
		Mes Día Año	-	Mes Día Añ	0			
	2	9/25/2018		7/1/2018				
	-	Mes Día Año	-	Mes Día Añ	0			
4. La póliza	cubre la (s) s	iguiente (es) localio	lad (es):					
CENTRA	AL PUERTO	NUEVO						
SAN JU	AN PR							
5. Observac	iones:							
9								
SUMINISTR	O E INSTAL	ACIÓN A/C		* *)				
CONTRACT	00082153 \$	3,995.00						
 3. Esta certif	ficación es vá	ilida hasta el: <u>30-Jı</u>	<u>ın-19</u>					

CARMEN J. RAMIREZ RIVERA

21-Nov-18

Firma del Oficial de Seguros

Fecha

*Advertencia: Esta Certificación NO es válida si contiene alteraciones. Si necesita validar la información contenida en este documento favor llamar al 1-844-PATRONO (1-844-728-7666) O 1-844-POLIZAS (1-844-765-



No.	ACORD TM CERTIFICAT	TE OF LIA	BILITY INS	URANCE	DATE 11/20/20	18		
PF	RODUCER INSURANCE OF PR							
IN	SURED		INSURERS AFFORDING COVERAGE					
PC	TTECHNOLOGIES INC. &/OR YESSID E. F. DBOX 363867 NJUAN, PR 00936	ARINAS		TRIPL	E-S PROPIEDAD			
TH RE TH	CORD TM CERTIFICATE OF LIABILITY I E POLICIES OF INSURANCE LISTED BELOW I QUIREMENT, TERM OR CONDITIONOF ANY C E INSURANCE AFFORDED BY THE POLICIES IITS SHOWN MAY HAVE BEEN REDUCED BY	HAVE BEEN ISSUED CONTRACT OR OTHE DESCRIBED HEREIN	R DOCUMENT WITH	RESPECT TO WHICH	THIS CERTIFICATE MAY BE ISSU	JED OF	R MAY PERTAIN.	
R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
Α	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [X] OCCUR [] PER PROJECT []INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER	CP-81083935	7/1/2018	7/1/2019	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	\$ \$ \$ \$ \$	1,000,000.00 100,000.00 5,000.00 1,000,000.00 3,000,000.00 1,000,000.00	
A	[] POLICY [] PROJECT [] LOC AUTOMOBILE LIABILITY [] ANY AUTO [] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS] X NON-OWNED AUTOS [X] INCLUDING MEDICAL EXPENSES	CA-46088907	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	1,000,000.00	
	GARAGE LIABILITY [] ANY AUTO [] EXCESS LIABILITY [X] OCCUR [] CLAIMS MADE [] RETENTION [] UMBRELLA FORM				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY : AGG EACH OCURRENCE AGGREGATE RETENTION			
Α	[] WORKERS COMPENSATION AND EMPLOYERS LIABILITY [X] STOP GAP	CP-81083935	7/1/2018	7/1/2019	[] WC STATUTORY [X] OTHER LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$	1,000,000.00 1,000,000.00 1,000,000.00	
Α	COMMERCIAL PROPERTY							
Co	SCRIPTION OF OPERATIONS/LOCATIONS Dompra e Instalación Unidad 36,00b CERTIFICATE HOLDER [X] ADDITIONA ditional Insured:	otu - Comedor C	Calderas CSJ -	Orden #82153		ED DET	ORE THE	
Au PO	toridad de Energía Eléctrica Box 70253 n Juan, PR 00936-8253			EXPIRATION DATE THERE WRITTEN NOTICE TO THE SO SHALL IMPOSE NO OF AGENTS OR REPRESENT ALITHORIZED REPE Marianne Vázquez I	EOF, THE ISSUING INSURER WILL ENDE/ CERTIFI ATE HOLDER NAMED TO THE L BLIGATION OR LIABILITY OF ANY KIND UF ATIVES.	AVOR TO LEFT, BU PON THE	D MAIL <u>30</u> DAYS IT FAILURE TO DO E INSURER, ITS	
end	e certificate holder is an ADDITIONAL INSURED, oersement (s). If SUBROGATIONIS WAIVED, si confer rights to the certificate holder in lieu of suc	ubject to the terms and	IMPORTAN e endorsed. A statement of conditions of the police	ent on this certificate do	pes not confer rights to the certificate require an endorsement. A stateme	holder nt on th	in lieu of such nis certificate does	
Γhis	s certificate of Insurance does not constitute a conatively amend, extend or alter the coverage afford	ntract between the issu		R zed representative or p	roducer, and the certificate holder no	r does	it affirmatively or	



PUERTO RICO ELECTRIC POWER AUTHORITY

00082831 Contract:

Release :

02/21/2019 Executed: 02/21/2019 Printed:

Page 1

Mail Invoice To:

Vendor:

VITAL ENERGY CORPORATION

PO BOX 1671

GUAYAMA PR 00785-1671

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253

Please Direct Inquiries to:

ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Ext:

Work Location:

SUPV CONS ESTRUCTURA Y TERRENO

CENTRAL SAN JUAN

AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA

PUERTO NUEVO PR 00920

Title: SERVICIO PARA IMPERMEABILIZACION TECHO TMG NORTE

USD

Total Value :

\$185,743.00

** NOT TO EXCEED **

Pricing Method: ESTIMATE

Contract Type :

SERVICES

Start Date: 02/25/2019

Project

Fax :

End Date :

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone

Y

Authorized Signature

Jelo División de Suministros

Printed Name/Title

Date Signed

Phone

Terms and Conditions - Text at End

Fac

Standard

Rev S/P Text

Title

PH000001

004 S

EQUAL OPPORTUNITY

PH000002

005 S Y

COMPLIANCE WITH LAWS.



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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

Insurance Requirements

Coverage	Start	End	Insurance Description
\$1,000,000	08/03/2018	08/03/2019	AUTOMOBILE LIABILITY INSURANCE
\$2,000,000	08/03/2018	08/03/2019	COMMERCIAL GENERAL LIABILITY INSURAN
\$1,000,000	08/03/2018	08/03/2019	EMPLOYER'S LIABILITY INSURANCE
\$9,715	08/24/2018	06/30/2019	WORKMEN'S COMPENSATION INSURANCE OF

Scope of Work

CONTRATO 82831

CONTRACT REQUISITION 193624

IMPERMEABILIZACION TECHO TALLER MECANICA GENERAL NORTE (RFP 0001967)

SE ADJUDICA ESTE CONTRATO SEGÚN LOS TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPAÑÍA EN EL RFP 0001967.

ROOFING SYSTEM PART 1 GENERAL

1.1 OVERVIEW This specification is intended to outline the requirements for application of the roofing system, in conjunction with the roofing system minimum requirements. Roofing system proposed technical data sheets, specific manufacturer installation procedure for the project, signed pre-bid roofing system manufacturer agreement have to be included in the bid proposal and will be part of the contract. Not complying with the previous and all specifications requirements will declare the bid



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proposal non responsive.

1.2 DESCRIPTION OF ROOFING SYSTEM AND REQUIREMENTS The roofing system proposed have to comply with the following requirements: 1) The system have to be designed for the proposed project specific roofing applications; 2) Only fully adhere system to the indicated substrate will be considered; 3) Approved by FMRC (Factory Mutual Research Corporation) according to the complete Standard 4470 for Class 1 Roof Constructions; 4) Classified Class A and subjected to follow-up by UL (Underwriters Laboratories); 5) Cool Roof requirement on subsequent section; 6) Provide and comply with the pre-bid roofing system manufacturer agreement; 7) Roofing system manufacturer willing to provide labor and material warranty provided according to warranty forms included in bid documents; 8) Other requirements included on bid documents, plans and specifications.

1.3 RELATED WORK Contractor shall review all sections of the project specifications to determine items of work that will interface with the application of this roofing system. Coordination and execution of related sections shall be the responsibility of the approved contractor.

1.4 REFERENCES

- A. NRCA Roofing and Waterproofing Manual
- B. NRCA Construction Details Manual
- C. Factory Mutual RoofNav Directory
- D. Underwriters Laboratories Building Materials Directory
- E. FM 4470 Standard for Class 1 Spread of Flame, Windstorm Pressure, Windstorm Pull, Hail Damage, Resistanc to Foot Traffic, and Susceptibility to Leakage.
- F. Cool Roof Rating Council (CRRC).

1.5 SUBMITTALS REVIEW

- A. Shop Drawings: Submit a scale drawing illustrating layout of joint reinforcing and all flashing details.
- B. Product Data: Provide manufacturer's published technical literature, MSDS, and warranty on products that make up the roofing system, including but not limited to coatings, reinforcing fabrics, membranes, flashing materials, roof drains, fasteners, etc.
- C. Installation Instructions: Submit all data sheets available from the manufacturer on the installation of the roofing system applicable to the project.
- D. Submit manufacturer's Certificates of Compliance or Analysis that all products meet or exceed project requirements. Contractor to supply samples or mockup, if required.
- E. Applicator is responsible for submitting proof of roofing system manufacturer authorized installer/applicator certification or roofing



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system manufacturer equivalent.

1.6 QUALIFICATIONS

Roofing system manufacturer and roofing system qualifications: Must comply with section 1.2 of this specification and all roofing system manufacturer and roofing system requirements contained in plans, specifications and all other documents and bid documents that are part of this project.

Applicator Qualifications: The applicator of the roofing material shall be an approved applicator or roofing system manufacturer equivalent designation. Proof of qualification shall be by written certificate from the roofing system manufacturer with a minimum of 5 years successful installation experience on the type of proposed roofing system.

1.7 QUALITY CONTROL

- A. Codes and Standards: The contractor shall become thoroughly familiar with all codes, regulations and standards governing the specified work. Any contradiction between the manufacturer's requirements and these specifications shall be brought to the attention of the manufacturer and the specifier/project engineer.
- B. Deviations: There shall not be any deviations from these specifications unless the deviation is submitted in writing to the specifier/project engineer. Any request for deviation must be approved in writing from the roofing manufacturer's technical department delineating the details of the deviation.
- C. At least one authorized or qualified installer as designated by the roofing system manufacturer shall be on site in a permanent manner during installation of any roofing system products. A daily log of application activities and environmental conditions should be maintained and available on-site with copies of technical data/application instructions & MSDS.
- D. Manufacturer's Technical Representative: Manufacturer's Technical Representative (an employee of the roofing material manufacturer) shall be on site at least once every 7-calendar days during the work or as required by project inspector or owner representative. The technical representative shall provide a written inspection report, during each site visit and submit the reports to the owner/owner's representative. The manufacturer's representative must approve the application process at specific stages before the contractor may continue including: Pre-Bid Inspection, Start-Up Inspection, at the completion of the different phases or stages of the roofing system to be applied until the system is completely installed. Systems Warranties will receive a final inspection and that final inspection report is available to the building owner.

1.8 DELIVERY, STORAGE & HANDLING



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A. Deliver materials to jobsite in manufacturer's unopened and undamaged containers bearing the following information:

- 1. Name and address of manufacturer
- 2. Identification of contents, with product code
- 3. Net volume of contents
- 4. Lot or batch number
- 5. VOC content
- 6. Storage temperature limits
- 7. Shelf life expiration date
- 8. Mixing instructions and proportions of contents
- 9. Safety information and instructions
- B. Store and protect materials from damage and weather in accordance with manufacturer's published instructions.

1.9 ENVIRONMENTAL REQUIREMENTS

Do not apply if ambient temperatures are expected to fall below $50\,^{\circ}\text{F}$ (10 $^{\circ}\text{C}$), or if rain or dew.

1.10 WARRANTY

- 1. Provide ten-year manufacturer's Labor and Material warranty (No Monetary Limit).
- 2. Provide ten-year contractor Labor and Material warranty (No Monetary Limit). Provide Product or Systems warranty in accordance with project specifications. Contractor shall follow written application process in accordance with manufacturer's warranty program.

1.11 OTHER WARRANTY CONDITIONS

- 1. The warranty cannot be limited to preventive maintenance during the period of time of the required warranty.
- 2. The warranty will cover full system water-tightness.
- 3. The original warranty will not be cancelled after an act of God or force majeure event subject to the following conditions: the roofing system manufacturer technical representative will inspect the roof on or before 45 days of the occurrence of the event, the roofing system technical representative will provide a written report that will contain the condition of the roofing system and will include any repair if some are required on the report as a condition of the continuity of the original warranty. The building owner will perform the indicated repairs on or before 45 days of the receiving the written communication of required repairs.
- 4. Manufacturer and contractor warranties that require periodic inspection at the owner's expense to maintain the warranty are not permitted.



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5. Manufacturer and contractor warranties that require periodic maintenance at the owner's expense to maintain the warranty are not permitted.

- 6. The manufacturer and contractor shall be aware that any site harsh environment due to the proximity to salt water, industrial activity or any other site specific conditions won't affect the system's warranty.
 - 7. Warranty form is included as part of the bid documents and is the only warranty form allowed for the project.

PART 2 - PRODUCTS

- 2.1 ACCEPTABLES ROOFING SYSTEMS AND CONDITIONS
- A. Asphalt Built-Up Roof (BUR) membranes with the following requirements:
- 1. Fiberglass mat material and no less than three-ply.
- 2. Surfacing membrane will be granulated modified bitumen cap sheet (see cool roof requirement section).
- B. Modified Bitumen (MB) with the following requirements:
- 1. Must have at least two-ply.
- 2. Surfacing membrane refer to cool roof requirement section 2.3.
- C. Ethylene Propylene Diene Monomer (EPDM) Membranes:
- 1. Minimum thickness 90 mils.
- 2. All lap seams shall be fabricated with 6-in. seam tape and stripped-in with self-adhering, semi-cured EPDM cover strips.
- 3. Mechanically fastened are not permitted.
- 4. Install the system fully adhered.
- 5. Comply with cool roof section 2.3.
- D. Weldable Thermoplastic Membranes:
- 1. Minimum thickness 60 mils.
- 2. Install the system fully adhered.
- Mechanically fastened are not permitted.
- 4. Comply with cool roof section 2.3.
- E. Thermoplastic Polyolefin (TPO):
- 1. Minimum thickness 72 mils.
- 2. Install the system fully adhered.
- 3. Mechanically fastened are not permitted.
- 4. Comply with cool roof section 2.3.
- F. Mesh Reinforced Elastomeric Roof Coatings (MREC):
- 1. Minimum dry thickness 45 mils.
- 2. Applied in stages with a 100% polyester fabric reinforcing.



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- 3. Comply with cool roof section 2.3.
- G. Liquid Polyurethane System
- 1. Minimum dry thickness 45 mils.
- 2. Comply with cool roof section 2.3.

2.2 ACCESSORIES

(Refer to proposed roofing systems technical data sheets and roofing system manufacturer written instructions for the proposed project application, which are an integral part of this specification, for properties & installation.)

- A. Cant Strips: Approved composition materials are EPS (Expanded Polystyrene), ISO (Polyisocyanurate), and wood (Non-Pressure Treated). Cant strips are to be installed at all internal corners, around curbs, and at all 90 degree angles.
- B. Moisture Breathers/Vents: Install as recommended by roofing system manufacturer or as required on bid documents, plans and specifications.
- C. Polyisocyanurate: 1.5" (3.8 cm) minimum thickness. Max board size: $4' \times 8'$ (1.2 m x 2.4 m) if mechanically fastened or $4' \times 4'$ (1.2 m x 1.2 m) if adhered with Factory Mutual approved roofing adhesive. Closed cell with factory laminated facer. Foam core to have rated flame spread of 25" (63.5
- cm) or less and minimum compressive strength of 250 psi (1,724 kPa).

 D. Expanded Polystyrene: 1.5" (3.8 cm) minimum thickness and a minimum of
- 1.5 Ib./ft3 (24 kg/m3) density. Maximum board size is 4' \times 8' (1.2 m \times
- 2.4 m) for mechanically fastened, or 4' x 4' (1.2 m x 1.2 m) if adhered with Factory Mutual approved roofing adhesive.
- E. Plywood: 3/4" (2 cm) minimum thickness, tongue and groove exterior B & C grade. Plywood is to be adhered with sub-floor adhesive and deck fasteners.
- F. Densdeck:'A" (6 mm) minimum thickness if used over an approved, smooth existing substrate. The standard thickness recommendation is %" (1.3 cm).
- G. Tapered ISO or EPS: 1.5" (3.8 cm) minimum thickness and a minimum of
- 1.5 lb/ft' (24.3 kg/m3) density. Maximum board size is 4" x 4" (1.2 m x
- 1.2 m) with a slope of not less than .25" per foot (2.1 cm/meter).
- H. Adhesive: Insta-Stick, OlyBond or FM (Factory Mutual) approved polyurethane adhesive, dispensed from pre-pressurized containers. Application guidelines should be dictated by the adhesive manufacturer.
- I. Mechanical Fasteners: Approved mechanical fasteners with plates. Fastener patterns shall be as recommended by the board manufacturer.

2.3 COOL ROOF REQUIREMENTS

Roof membranes shall have an aged reflectance of at least 0.55, a minimum



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thermal emittance of 0.75, and a minimum aged SRI of at least 64. The aged reflectance, aged emittance and aged SRI of roofing products shall be determined by the Cool Roof Rating Council (CRRC) in accordance with CRRC-1.

PART 3 -

EXECUTION 3.1 EXAMINATION

- A. Verify that substrate surfaces are durable, free of dampness, loose particles, cracks, pits, projections, and/or foreign matter detrimental to adhesion or application of waterproofing system.
- B. Verify that substrate surfaces are smooth and not detrimental to full contact bond of waterproofing materials.
- C. Verify items that penetrate surfaces to receive waterproofing are securely installed and suitably flashed.
- D. Verify that substrate areas are adequately supported and firmly fastened in place.
- E. Verify that roof does not have areas of ponding water.
- F. Verify that all contiguous walls are properly waterproofed.

3.2 PREPARATION - GENERAL

- A.Protect adjacent surfaces not designated to receive waterproofing. B.At a minimum, clean and prepare surfaces to receive waterproofing by removing all dirt, dust, loose and flaking particles, grease and laitance with the use of a stiff bristle push broom and/or washing. Care should be taken not to inject water into the substrate during washing. Allow adequate time for complete drying after the cleaning process. Inspect and make all necessary repairs to substrate. Seal cracks and joints with sealant materials using depth to width ratio as recommended by sealant manufacturer.
- C. Do not apply waterproofing to surfaces unacceptable to manufacturer, or under inclement environmental conditions.

3.3 APPLICATION

Refer to roofing system manufacturer addenda, specification and technical data specifically prepared for the proposed project for preparation and application requirements.

3.4 CLIMATE/WEATHER CONSIDERATIONS

A complete tear-off (if required) requires good weather since the building is usually occupied and nightly tie-offs may not provide adequate protection. The demands of protecting the building may prompt the use of a temporary protection or roof.



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3.5 NIGHT SEALS

At the end of each work period on a re-roofing project, the existing and new roof system shall be completely sealed from moisture intrusion and able to withstand a head of water. Existing drains must remain in working order until the new roof and associated drainage system is completely functional.

3.6 LOGISTICAL CONSIDERATIONS

Planning a roofing project must include all the logistics of the project, especially if the roofing occurs over an occupied building. Items to consider in the planning include the following:

- A. Protecting the newly applied roof covering from tear-off debris and construction traffic.
- B. Staging of new materials when existing materials are being torn off.
- C. Providing for material removal when dust management is used.
- D. Removing surface dirt and loose aggregate on aggregate-surfaced roofs prior to tear-off.
- E. Providing protection of building interior and protection of exterior finishes to remain.
- F. Providing interior dust control.
- G. Evaluating potential impact of new work on deck underside fireproofing.
- H. Identifying and controlling fire risk from roof installation-especially torch-applied systems.

3.7 SYSTEM AND SITE SAFETY CONSIDERATIONS

Safety is of paramount importance. Protect occupants from fumes by coordinating the shutdown of air handling units. Protect occupants in areas where roofing work is taking place directly overhead by directly cordoning off the area, especially if deck repairs are taking place. Protect all occupants entering or leaving the building from falling materials. Exercise extreme care when reroofing over existing gypsum or wet fill deck systems. Identify the location of underground tanks and other Sensitive, sub-surface items so that heavy vehicles do not overload these áreas

- 3.8 PROTECTION OF FINISHED WORK Monitor finished system for seven days, sweeping off any birdbaths to allow for full cure.
- 3.9 CLEANING Immediately clean surfaces not scheduled to receive waterproofing in accordance with manufacturer's INSTRUCTIONS.

SEGUROS REQUERIDOS:



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EL CONTRATISTA AGRACIADO PROVEERÁ UN CERTIFICADO EN ORIGINAL FIRMADO POR UN REPRESENTANTE AUTORIZADO DE UNA COMPAÑÍA EN PUERTO RICO QUE DESCRIBA LA CUBIERTA DE LOS SIGUIENTES SEGUROS:

CORPORACIÓN DEL FONDO DEL SEGURO DEL ESTADO

SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00

SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 - LIMITE SENCILLO COMBINADO

SEGURO DE RESPONSABILIDAD PATRONAL - CON UNA CUBIERTA MÍNIMA DE \$1,000,000.00 - LIMITE SENCILLO COMBINADO

ESTOS SEGUROS DEBERÁN SER ENTREGADOS AL SUPERVISOR DE COMPRAS ANTES DE COMENZAR LOS TRABAJOS CONTRATADOS.

TÉRMINOS Y CONDICIONES:

EL CONTRATISTA OBTENDRÁ Y MANTENDRÁ VIGENTE DURANTE LA DURACIÓN DEL CONTRATO LOS PERMISOS APROPIADOS DE TODAS LAS AUTORIDADES REGULADORAS MUNICIPALES, ESTATALES Y FEDERALES, RESPECTO A LOS SERVICIOS OFRECIDOS.

EN CASO DE INCUMPLIMIENTO DE SERVICIO O DE NO SER SATISFACTORIO, LA AUTORIDAD SE RESERVA EL DERECHO DE CANCELAR ESTE CONTRATO EN CUALQUIER MOMENTO SIN NECESIDAD DE NOTIFICACIÓN PREVIA.

EL CONTRATISTA DISPONDRÁ DE TODO MATERIAL, EQUIPOS Y DEMÁS OBJETOS REMOVIDOS DURANTE EL SERVICIO, CUMPLIENDO CON LAS REGULACIONES Y LEYES AMBIENTALES VIGENTES. EL CONTRATISTA DISPONDRÁ ADECUADAMENTE DE LOS DESPERDICIOS GENERADOS DURANTE LA REALIZACIÓN DE LOS TRABAJOS DESCRITOS EN ESTE DOCUMENTO.

LOS CONTRATISTAS QUE VAYAN A SUBCONTRATAR ALGUNO DE LOS TRABAJOS O SERVICIOS OBJETO DE ESTA PUBLICACIÓN, TENDRÁ QUE ASEGURARSE DE QUE DICHOS SUBCONTRATISTAS NO SEAN COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD. LA AUTORIDAD NO ACEPTARÁ PROPUESTAS EN LAS QUE SE UTILICEN COMO SUBCONTRATISTAS COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD.

EL CONTRATISTA SERA RESPONSABLE POR TODOS LOS DAÑOS QUE SE OCASIONE A PERSONAS O LA PROPIEDAD, COMO RESULTADO DE SU FALTA O NEGLIGENCIA EN RELACION CON EL TRABAJO QUE SE LLEVA A CABO.



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TERMINO DE PAGOS: NETO 60 DIAS

EL SUPLIDOR DEBE QUE DESGLOSAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NÚM. 48-2013. DE NO DESGLOSAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.

CLAUSULA DE SERVICIOS INTERAGENCIALES: AMBAS PARTES CONTRATANTES RECONOCEN Y ACCEDEN A QUE LOS SERVICIOS CONTRATADOS PODRÁN SER BRINDADOS A CUALQUIER ENTIDAD DE LA RAMA EJECUTIVA CON LA CUAL LA ENTIDAD CONTRATANTE REALICE UN ACUERDO INTERAGENCIAL O POR DISPOSICIÓN DIRECTA DE LA SECRETARIA DE LA GOBERNACIÓN. ESTOS SERVICIOS SE REALIZARAN BAJO LOS MISMOS TÉRMINOS Y CONDICIONES EN CUANTO A HORAS DE TRABAJO Y COMPENSACIÓN CONSIGNADOS EN ESTE CONTRATO. PARA EFECTOS DE ESTA CLÁUSULA, EL TÉRMINO "ENTIDAD DE LA RAMA EJECUTIVA" INCLUYE A TODAS LAS AGENCIAS DEL GOBIERNO DE PUERTO RICO, ASI COMO A LAS INSTRUMENTALIDADES Y CORPORACIONES PÚBLICAS Y A LA OFICINA DEL GOBERNADOR.

CLÁUSULA DE TERMINACIÓN: LA SECRETARIA DE LA GOBERNACIÓN TENDRÁ LA FACULTAD PARA DAR POR TERMINADO EL PRESENTE CONTRATO EN CUALQUIER MOMENTO.

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.



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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 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.

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 EXCEMPT 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 EXCEMPT OF "IVU (IMPUESTO A LA VENTA Y USOS ESTATAL Y MUNICIPAL)" TAX PAYMENT.

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



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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.

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



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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.

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 EFECTÙE 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



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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 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.



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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 Leyes de Ética which is available at:

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



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Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253

Vendor:

JR INDUSTRIAL CONTRACTORS INC PR RECOVERY AND DEVELOPMENT RE Y ISLAND PORTFOLIO SERVICES LL 221 AVENIDA PONCE DE LEON 302 SAN JUAN PR 00917

Please Direct Inquiries to: ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Ext:

USD

Work Location: SUPERVISOR SECCION CALDERAS CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2 ZONA PORTUARIA PUERTO NUEVO PR 00920

Fax :

Title: LAGGING AND INSULATION REPAIR TO SAN JUAN STEAM PLANT UNITS 748

Total Value :

\$413,235.00

** NOT TO EXCEED **

Pricing Method: ESTIMATE

Contract Type : SERVICES

Project

Start Date: 10/02/2019

Authorized Signature

End Date :

Vendor Authorized Signature

JOSE E. RUIZ, PRESIDENT

Printed Name/Title

10-02-19

787-836-1756

Date Signed

Phone

Date Signed

Phone

TEFE DIVISION DE SUMINISTROS

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.



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Fac Standard

Rev S/P Text Title

PH000009

019 S Y INSTRUCCIONES PARA SUBASTAS FORMALES

Scope of Work

CONTRATO 84660

REQUISICIÓN: 182098

LAGGING AND INSULATION REPAIR TO SAN JUAN STEAM PLANT UNITS 7&8 SUBASTA FORMAL

SE ADJUDICA CONTRATO SEGÚN TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPAÑIA MEDIANTE EL COMITÉ DE SUBASTAS EN EL PROCESO DEL RFP 0001691.

SCOPE OF WORK

LAGGING AND INSULATION REPAIR TO SAN JUAN STEAM PLANT UNITS 7 & 8

REPAIR OF DAMAGE INSULATION AND LAGGING CAUSED BY HURRICANE MARIA.

TO BE PROVIDED BY THE CONTRACTOR:

- ALL MANPOWER, TOOLS, SCAFFOLDS AND CONSUMABLES TO PERFORM THE SCOPE OF WORK.
- REPLACE THE THERMAL INSULATION WHERE THE WIND REMOVED IT AS ESTABLISH IN THE SCOPE OF WORK.
- REPAIR AND REPLACE ALUMINUM LAGGING TO THE AREAS AFFECTED BY THE WIND.
- REPAIR AREAS WITH MASTIC AND CEMENT WHERE WAS DAMAGED.
- THE CONTRACTOR SHALL SUPPLY THE ALUMINUM LAGGING, SS TEK SCREWS WITH GASKETS, STEEL FLAT BARS, AND STEEL ANGLES.

TO BE PROVIDED BY PREPA:

- ELECTRICITY AND WATER. 1.
- ASBESTOS FREE THERMAL INSULATION MATERIALS, CHICKEN WIRE, INSULATION PINS, CEMENT AND MASTIC.



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SCOPE OF WORK:

INSTALL THE SCAFFOLDING MATERIAL NECESSARY TO REPAIR THE THERMAL INSULATION AND THE LAGGING WITH ANCHORS OF THE FOLLOWING AREAS OF BOILER 7 AND 8.

- PENTHOUSE ELEVATION 143' APPROX. 1.
- LEVEL #6, BOILER WATERWALLS, ELEVATION 126' APPROX. 2.
- LEVEL #5, BOILER WATERWALLS, ELEVATION 122' APPROX. 3.
- HEADERS VESTIBULE AREA, ELEVATION 99' UP. 4.
- DEARETOR CHAMBER, ELEVATION 115' APPROX. 5.
- DEARETOR TANK, ELEVATION 80' APPROX. 6.
- GRF SUCTION DUCT, ELEVATION 119' APPROX. 7.
- GRF DISCHARGE DUCT, ELEVATION 16' APPROX. 8.
- AIR HEATER 7-1 AREA, ELEVATION 92' APPROX.
- AIR HEATER 7-2 AREA, ELEVATION 92' APPROX. 10.
- AIR DUCT 7-1 FROM BOILER TO FAN 11.
- AIR DUCT 7-2 FROM BOILER TO FAN 12.
- GAS DUCT 7-1 FROM BOILER TO FAN 13.
- GAS DUCT 7-2 FROM BOILER TO FAN 14.
- BOILER WATERWALLS 15.
- BOILER WINDBOX 16.
- BOILER DOWNCOMERS 17.

DURATION:

AFTER RECEIVING THE PURCHASE ORDER THE CONTRACTOR SHALL FINISH THE SCOPE OF WORK IN NO MORE THAN 30 CALENDAR DAYS.

60 1812

REQUIREMENTS:

- ALL WORK SHALL BE DONE IN A SAFE AND WORKMANLIKE MANNER AND IN STRICT CONFORMANCE WITH ALL RULES, REGULATIONS AND ORDINANCES, ETC., OF THE GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE CLASS OF WORK HERE IN.
- THE WORKS WILL BE REQUIRED AT SAN JUAN STEAM PLANT FACILITY IN THE PUERTO NUEVO AREA OF SAN JUAN, PUERTO RICO.
- ALL WORK PERFORMED UNDER THIS TECHNICAL SPECIFICATION SHALL BE IN STRICT ACCORDANCE WITH THE APPLICABLE CODES, STANDARDS AND PROCEDURES OF THE JURISDICTION OF PUERTO RICO.



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SEGURO DE COMPENSACIÓN POR ACCIDENTES EN EL TRABAJO 1. (FONDO DEL SEGURO DEL ESTADO)

SU COMPAÑÍA PROVEERÁ EL SEGURO DE COMPENSACIÓN POR ACCIDENTES EN EL TRABAJO, COMO LO EXIGE LA LEY DE COMPENSACIÓN PARA ACCIDENTES EN EL TRABAJO DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO.

TAMBIÉN SERÁ RESPONSABLE DE QUE TODOS SUS SUBCONTRATISTAS, AGENTES E INVITADOS CUMPLAN CON DICHA LEY.

SE REQUIERE QUE NOS PROVEA UN CERTIFICADO DEL FONDO DEL SEGURO DEL ESTADO ENDOSADO PARA LA AUTORIDAD DE ENERGÍA ELÉCTRICA DE QUE MUESTRE QUE EL PERSONAL EMPLEADO EN LOS TRABAJOS CONTRATADOS ESTÁ CUBIERTO POR EL SEGURO DE COMPENSACIÓN POR ACCIDENTES EN EL TRABAJO, CONFORME A ESTE CONTRATO.

SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL COMERCIAL 2.

SE REQUIERE SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL COMERCIAL CON UN LÍMITE DE CUBIERTA POR \$1,000,000 AGREGADO.

SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL 3.

SE REQUIERE UN SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL CON UN LÍMITE SENCILLO COMBINADO DE \$1,000,000 CON CUBIERTA PARA TODOS LOS AUTOMÓVILES UTILIZADOS EN Y DURANTE EL PROYECTO. ESTO INCLUYE VEHÍCULOS ALQUILADOS Y AQUELLOS QUE SEAN O NO SEAN DE SU PROPIEDAD.

SEGURO DE RESPONSABILIDAD PATRONAL 4.

SE REQUIERE UN SEGURO DE RESPONSABILIDAD PATRONAL CON LÍMITE DE CUBIERTA POR \$1,000,000 POR EMPLEADO Y \$1,000,000 POR ACCIDENTE. ESTO, PARA CUBRIR LA RESPONSABILIDAD IMPUESTA POR LEY A SU COMPAÑÍA EN CASO DE LESIONES CORPORALES POR CAUSA DE ACCIDENTES O ENFERMEDAD, INCLUSIVE LA MUERTE, QUE SURJAN DEL EMPLEO Y EN EL TRANSCURSO DEL MISMO, APARTE DE CUALQUIER RECLAMACIÓN BAJO LA LEY DE COMPENSACIÓN PARA ACCIDENTES EN EL TRABAJO DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO.

B. FIANZAS:

FIANZA DE EJECUCIÓN POR LA CANTIDAD DEL 100%, CON SEGURIDAD 1.



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SUFICIENTE QUE SATISFAGA A LA AUTORIDAD, GARANTIZANDO QUE LA COMPAÑÍA EJECUTARÁ FIELMENTE EL TRABAJO SEGÚN LOS TÉRMINOS Y CONDICIONES DE LA ORDEN.

TERMINOS Y CONDICIONES:

LOS SERVICIOS SE REALIZARAN DE LUNES A VIERNES Y DURANTE HORAS DE TRABAJO DE LA AEE 7:30 AM A 4:00 PM, O SEGÚN COORDINADO CON EL SOLICITANTE.

LA COMPAÑÍA QUE REALICE EL SERVICIO SERÁ RESPONSABLE DE PROVEER TODOS LOS MATERIALES Y CONTARÁ CON EL EQUIPO REQUERIDO PARA BRINDAR EL SERVICIO.

EL CONTRATISTA OBTENDRÁ Y MANTENDRÁ VIGENTE DURANTE LA DURACIÓN DEL CONTRATO LOS PERMISOS APROPIADOS DE TODAS LAS AUTORIDADES REGULADORAS MUNICIPALES, ESTATALES Y FEDERALES, RESPECTO A LOS SERVICIOS OFRECIDOS.

EL CONTRATISTA DISPONDRÁ DE TODO MATERIAL, EQUIPOS Y DEMÁS OBJETOS REMOVIDOS DURANTE EL SERVICIO, CUMPLIENDO CON LAS REGULACIONES Y LEYES AMBIENTALES VIGENTES. EL CONTRATISTA DISPONDRÁ ADECUADAMENTE DE LOS DESPERDICIOS GENERADOS DURANTE LA REALIZACIÓN DE LOS TRABAJOS DESCRITOS EN ESTE DOCUMENTO.

EL CONTRATISTA ACUERDA LLEVAR A CABO TODOS LOS TRABAJOS CONTRATADOS EN CUMPLIMIENTO CON TODAS LAS LEYES, REGLAMENTACIONES U ORDENANZAS FEDERALES, ESTATALES Y MUNICIPALES DE SALUD Y SEGURIDAD.

LOS CONTRATISTAS QUE VAYAN A SUBCONTRATAR ALGUNO DE LOS TRABAJOS O SERVICIOS OBJETO DE ESTA PUBLICACIÓN, TENDRÁ QUE ASEGURARSE DE QUE DICHOS SUBCONTRATISTAS NO SEAN COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD. LA AUTORIDAD NO ACEPTARÁ PROPUESTAS EN LAS QUE SE UTILICEN COMO SUBCONTRATISTAS COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD.

TERMINO DE PAGOS: NETO 60 DIAS

LOS SUPLIDOR TIENEN QUE DESGLOSAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NÚM. 48-2013. DE NO DESGLOSAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.



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Y ACCEDEN A QUE LOS SERVICIOS CONTRATADOS PODRÁN SER BRINDADOS A CUALQUIER ENTIDAD DE LA RAMA EJECUTIVA CON LA CUAL LA ENTIDAD CONTRATANTE REALICE UN ACUERDO INTERAGENCIAL O POR DISPOSICIÓN DIRECTA DE LA SECRETARIA DE LA GOBERNACIÓN. ESTOS SERVICIOS SE REALIZARAN BAJO LOS MISMOS TÉRMINOS Y CONDICIONES EN CUANTO A HORAS DE TRABAJO Y COMPENSACIÓN CONSIGNADOS EN ESTE CONTRATO. PARA EFECTOS DE ESTA CLÁUSULA, EL TÉRMINO "ENTIDAD DE LA RAMA EJECUTIVA" INCLUYE A TODAS LAS AGENCIAS DEL GOBIERNO DE PUERTO RICO, ASI COMO A LAS INSTRUMENTALIDADES Y CORPORACIONES PÚBLICAS Y A LA OFICINA DEL GOBERNADOR.

CLÁUSULA DE TERMINACIÓN: LA SECRETARIA DE LA GOBERNACIÓN TENDRÁ LA FACULTAD PARA DAR POR TERMINADO EL PRESENTE CONTRATO EN CUALQUIER MOMENTO.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO

- 1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.
- 2. EL CONTRATISTA SOMETERÁ UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO "LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO", O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.
- 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.
- 4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR



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INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

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.

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.

PH000009 019 INSTRUCCIONES PARA SUBASTAS FORMALES INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÍ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIÓN TÉRMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA



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PODRÁN SER DECLARADOS NO RESPONDIENTE.

3. GARANTÍA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTÍA DE LICITACIÓN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTÍA SERÁN RECHAZADAS.

- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGÍA ELÉCTRICA NO ACEPTARÁ PROPUESTAS POR FACCÍMIL O MEDIOS ELECTRÓNICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIÓN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGÚN PLAN DE PAGO; ESTO EN CASO DE ASÍ REQUERIRSE.

DECLARACIÓN JURADA

Compare	ce, J.R. Industrial Contractors, Inc.	_, una _ Corpo	oración	_organizada y
	(nombre de la compañía) bajo las leyes de Puerto Rico, con		ción,sociedad o individuo)	roprocontado
existente	pajo las leyes de Tuerto Mico., con	numero Seguro	(patronal o individuo)	, representado
en este a	cto porJose E Ruiz Vázquez, ma	yor de edad,	soltero	y vecino de
Peñu	elas, Puerto Rico declaro bajo	juramento:	(estado civil)	
	mis circunstancias personales son las ante	s descritas.		
2. Que	ocupo el cargo de Presidente	en la co	mpañía antes mencionac	la.
direc	el suscribiente y la entidad que represent or ejecutivo, miembro(s) de su junta d mpeñe(ñ) en funciones equivalentes, sus s	le oficiales o ju	unta de directores, o p	ciales, director(es), persona(s) que se
S	o han sido convicto ni se han declarado ección 6.8 de la Ley 8-2017, según en ransformación de los Recursos Humanos e	mendada, cond	ocida como Ley para la	enumerados en la Administración y
b. N	o han sido convicto o se declararon cul 2018, conocida como el Código Anticorru	pables de cualc oción para el Nu	_l uiera de los delitos cor evo Puerto Rico.	ntenidos en la Ley
5 C L c e iii	o han sido convictos en Puerto Rico o en 7 de la Ley 1-2012, según enmendada ubernamental de Puerto Rico, cualquier de 146-2012, según enmendada, conocidalitos tipificados en la Ley 2-2018, según Nuevo Puerto Rico o cualquier otro delito cluyendo, pero sin limitarse, a los delitos mendada, conocida como la Ley de Adnobierno de Puerto Rico.	, conocida com de los delitos en a como el Códiç enmendada, co que implique el mencionados e	o la Ley Orgánica de la umerados en los artículo go Penal de Puerto Rico nocida como el Código A mal uso de los fondos o en la Sección 6.8 de la la	a Oficina de Etica os 250 a 266 de la , cualquiera de los Anticorrupción para propiedad pública, Ley 8-2017, según
por i Orgá Ley impli men Adm	expresamente, reconozco que la convico firacción a los Artículos 4.2, 4.3 o 5.7 de nica de la Oficina de Ética Gubernamenta -2018, conocida como Código Anticorrup que el uso indebido de fondos o propie ionados en la Sección 6.8 de la Ley nistración y Transformación de Recurso nación inmediata de cualquier contrato en	la Ley 1-2012, il de Puerto Ricción para el Nui dad pública, in 8-2017, según s Humanos en	según enmendada, con o; cualquiera de los delit evo Puerto Rico o cualq cluyendo, pero sin limit enmendada, conocida el Gobierno de Puerto	ocida como la Ley os tipificados en la uier otro delito que arse a, los delitos como la Ley de
Para qu	e así conste, firmo la presente Declar	ación Jurada e	en Peñuelas	Puerto Rico
el 48 de	Junio de 20 <u>20</u> .			
		(Nomb	ore completo con los dos	apellidos)
Affidávit	Núm. <u>45,</u> 876			
	suscrito ante mí, por <u>JOSE E. RUIZ VA</u>			
	UELAS , a quien conozco perso de Conducir número		NUELAS , PUERTO F	
	de 2020		20000	
RECIBO	Sello Sello	forepu	Bocco Sont Notario Público	
	9397 06/08/20020 55.00		CONTRACTOR OF	

4019-02664810

Sello de Asistencia Legal 80413-2020-0608-40775019

AEE 700.0-439

Autoridad de Energía Eléctrica de Puerto Rico





CERTIFICACIÓN DE FONDOS DE CONTRATOS POR SERVICIOS PROFESIONALES

2019 SEP 1 1 AM 10: 06

Numero de Responsabilidad: 348	Responsabi	illuad. Cen	tral Generatriz San	Juan		
Sé incluyé copia del Contrato descrito a continuac	ión:				**************************************	
Nombre del Contratista o Compañía: JR Industr	rial Contrac	ctors, Inc.			+ 	
Número del Contrato: 84660	Número de C	Juenta:	747-17551-555-348 747-17551-200-348	Año Fiscal:	2019-2020	
Cantidad: \$413,235 Fecha de Comienzo:	30 de agosto	de 2019	Fecha de Terminación	n:30 de ag	gosto de 2020	
Certificamos que no se proyectó sobregiro p transacción. Este contrato está en cumplimie Presupuesto Núm. 117-14 del 1 de julio de 2014.	oresupuesta nto con el l	ario y se po Inciso G de l	see capacidad finan la Carta Circular de la	clera para Oficina de	cubrir esta Gerencia y	
1. Requerido por:		2. Aprobad	o por el Director Corr	espondient	e:	
Firma: All Goul		Firma:	me Aus	2		
Nombre: Alejandro Castillo Meléndez		Nombre:	Daniel Hernández N	/lorales		
Título: <u>Jefe, Central Generatriz San Juan</u>	<i>B</i>	Título: D	irector de Generac	ión	, (Ö.	
Fecha:		Fecha;	16/50+19			
3. Recomendado por el Departamento de Presur	uesto:	4. Aprobad	o por el Director de F	inanzas:	280101 280101	
Firma: 133 anden late		Firma:	Wel	.* 	i.s	
Nombre: Lizzandra Matías Varela		Nombre: N	elson Morales Rive	era		
Título: Contralora		Fecha:	2 0 SEP 2019		řč	
Fecha: 19/sup/19						
Todo contrato por servicios profesionales con una cuantía sobre cien mil dólares (\$100,000), debe presentarse para la aprobación de la Junta de Gobierno, según la Norma Sobre Niveles de Aprobación de Documentos de la Autoridad de Energía Eléctrica de Puerto Rico.						
Aprobado por la Junta de Gobierno:						
Firma:			,			
Nombre:		Fecha:	(a) 136		III	



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Mail Invoice To:

Vendor:

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA P.O. BOX 70253 SAN JUAN PR 00936-8253

JR INDUSTRIAL CONTRACTORS INC PR RECOVERY AND DEVELOPMENT RE Y ISLAND PORTFOLIO SERVICES LL 221 AVENIDA PONCE DE LEON 302 SAN JUAN PR 00917

Please Direct Inquiries to: ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Fax :

Ext:

Work Location: SUPERVISOR SECCION CALDERAS CENTRAL SAN JUAN AVE MERCADO CENTRAL CARR. PR 2

ZONA PORTUARIA PUERTO NUEVO PR 00920

Title: LAGGING AND THERMAL INSULATION REPAIR TO SJSP 9 AND 10

USD

Total Value

\$478,216.00

** NOT TO EXCEED **

Pricing Method:

ESTIMATE

Contract Type :

SERVICES

Start Date:

10/03/2019

End Date :

Project

Vendor Authorized Signature JOSE E. RUIZ, PRESIDENTE

Printed Name/Title

10-07-19

836-1756 (787)

Date Signed

Phone

Authorized Signature JEFE DIVISION DE SUMINISTROS

Printed Name/Title

Date Signed

Phone

Terms and Conditions - Text at End

Fac

Standard

Rev S/P Text

Title

PH000001

004 S EQUAL OPPORTUNITY Y

PH000002

005 S Y

COMPLIANCE WITH LAWS.



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Title

PH000009

019 S Y INSTRUCCIONES PARA SUBASTAS FORMALES

Scope of Work

CONTRATO 84662 REQUISITION 182585

LAGGING AND INSULATION REPAIR TO SAN JUAN STEAM PLANT UNITS 9-10

SE ADJUDICA CONTRATO SEGÚN TÉRMINOS Y CONDICIONES SOLICITADOS Y ACEPTADOS POR SU COMPAÑÍA BAJO EL PROCESO DE SUBASTA FORMAL RFP 0001692.

SCOPE OF WORK

LAGGING AND INSULATION REPAIR TO SAN JUAN STEAM PLANT UNITS 9 & 10
REPAIR OF DAMAGE INSULATION AND LAGGING CAUSED BY HURRICANE MARIA.

TO BE PROVIDED BY THE CONTRACTOR:

- 1. ALL MANPOWER, TOOLS, SCAFFOLDS AND CONSUMABLES TO PERFORM THE SCOPE OF WORK.
- 2. REPLACE THE THERMAL INSULATION WHERE THE WIND REMOVED IT AS ESTABLISH IN THE SCOPE OF WORK.
- 3. REPAIR AND REPLACE ALUMINUM LAGGING TO THE AREAS AFFECTED BY THE WIND.
- REPAIR AREAS WITH MASTIC AND CEMENT WHERE WAS DAMAGED.
- 5. THE CONTRACTOR SHALL SUPPLY THE ALUMINUM LAGGING, STAINLESS STEEL TEK SCREWS WITH GASKETS, STEEL FLAT BARS, AND STEEL ANGLES.

TO BE PROVIDED BY PREPA:

ELECTRICITY AND WATER.



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2. ASBESTOS FREE THERMAL INSULATION MATERIALS, CHICKEN WIRE, INSULATION PINS, CEMENT AND MASTIC.

SCOPE OF WORK:

" INSTALL THE SCAFFOLDING MATERIAL NECESSARY TO REPAIR THE THERMAL INSULATION AND THE LAGGING WITH ANCHORS OF THE FOLLOWING AREAS OF BOILERS 9 AND 10 AFFECTED BY HURRICANE MARIA:

1. PENTHOUSE ELEVATION 125' APPROX.

- 2. AIR DUCTS FROM FANS TO AIR HEATERS TO WINDBOX
- GAS DUCTS FROM FANS TO AIR HEATERS TO WINDBOX
- 4. GAS RECIRCULATING DUCTS FROM ECONOMIZER TO BOTTOM OF THE FURNACE.
- 5. GAS DUCTS FROM FANS TO STACKS
- 6. WINDBOX
- 7. WATERWALLS
- 8. DEARETOR TANK
- 9. DEARETOR CHAMBER
 - 10. DOWNCOMERS PIPING
 - 11. HOPPERS
 - 12. BURNERS CORNERS
 - DOG HOUSE AREA
 - 14. VESTIBULE AREA
 - AUXILIARY STEAM PIPING

DURATION:

" AFTER RECEIVING THE PURCHASE ORDER THE CONTRACTOR SHALL FINISH THE SCOPE OF WORK IN NO MORE THAN 40 CALENDAR DAYS.

REOUIREMENTS:

- " ALL WORK SHALL BE DONE IN A SAFE AND WORKMANLIKE MANNER AND IN STRICT CONFORMANCE WITH ALL RULES, REGULATIONS AND ORDINANCES, ETC., OF THE GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE CLASS OF WORK HERE IN.
- " THE WORKS WILL BE REQUIRED AT SAN JUAN STEAM PLANT FACILITY IN THE 1 PUERTO NUEVO AREA OF SAN JUAN, PUERTO RICO.
 - " ALL WORK PERFORMED UNDER THIS TECHNICAL SPECIFICATION SHALL BE IN STRICT ACCORDANCE WITH THE APPLICABLE CODES, STANDARDS AND PROCEDURES OF THE JURISDICTION OF PUERTO RICO.
 - A. PÓLIZA(S) DE SEGURO(S)



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 SEGÛRO DE COMPENSACIÓN POR ACCIDENTES EN EL TRABAJO (FONDO DEL SEGURO DEL ESTADO)

SU COMPAÑÍA PROVEERÁ EL SEGURO DE COMPENSACIÓN POR ACCIDENTES EN EL TRABAJO, COMO LO EXIGE LA LEY DE COMPENSACIÓN PARA ACCIDENTES EN EL TRABAJO DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO.

TAMBIÉN SERÁ RESPONSABLE DE QUE TODOS SUS SUBCONTRATISTAS, AGENTES E INVITADOS CUMPLAN CON DICHA LEY.

SE REQUIERE QUE NOS PROVEA UN CERTIFICADO DEL FONDO DEL SEGURO DEL ESTADO ENDOSADO PARA LA AUTORIDAD DE ENERGÍA ELÉCTRICA DE QUE MUESTRE QUE EL PERSONAL EMPLEADO EN LOS TRABAJOS CONTRATADOS ESTÁ CUBIERTO POR EL SEGURO DE COMPENSACIÓN POR ACCIDENTES EN EL TRABAJO, CONFORME A ESTE CONTRATO.

2. SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL COMERCIAL

SE REQUIERE SEGURO DE RESPONSABILIDAD PÚBLICA GENERAL COMERCIAL CON UN LÍMITE DE CUBIERTA POR \$1,000,000 AGREGADO.

3. SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL

SE REQUIERE UN SEGURO DE RESPONSABILIDAD PÚBLICA DE AUTOMÓVIL CON UN LÍMITE SENCILLO COMBINADO DE \$1,000,000 CON CUBIERTA PARA TODOS LOS AUTOMÓVILES UTILIZADOS EN Y DURANTE EL PROYECTO. ESTO INCLUYE VEHÍCULOS ALQUILADOS Y AQUELLOS QUE SEAN O NO SEAN DE SU PROPIEDAD.

4 4. SEGURO DE RESPONSABILIDAD PATRONAL

SE REQUIERE UN SEGURO DE RESPONSABILIDAD PATRONAL CON LÍMITE DE CUBIERTA POR \$1,000,000 POR EMPLEADO Y \$1,000,000 POR ACCIDENTE. ESTO, PARA CUBRIR LA RESPONSABILIDAD IMPUESTA POR LEY A SU COMPAÑÍA EN CASO DE LESIONES CORPORALES POR CAUSA DE ACCIDENTES O ENFERMEDAD, INCLUSIVE LA MUERTE, QUE SURJAN DEL EMPLEO Y EN EL TRANSCURSO DEL MISMO, APARTE DE CUALQUIER RECLAMACIÓN BAJO LA LEY DE COMPENSACIÓN PARA ACCIDENTES EN EL TRABAJO DEL ESTADO LIBRE ASOCIADO DE PUERTO RICO.

- B. FIANZAS:
- 1. FIANZA DE EJECUCIÓN POR LA CANTIDAD DEL 100%, CON SEGURIDAD



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SUFICIENTE QUE SATISFAGA A LA AUTORIDAD, GARANTIZANDO QUE LA COMPAÑÍA EJECUTARÁ FIELMENTE EL TRABAJO SEGÚN LOS TÉRMINOS Y CONDICIONES DE LA ORDEN.

TÉRMINOS Y CONDICIONES:

LOS SERVICIOS SE REALIZARAN DE LUNES A VIERNES Y DURANTE HORAS DE TRABAJO DE LA AEE/7:30 AM A 4:00 PM, O SEGÚN COORDINADO CON EL SOLICITANTE.

LA COMPAÑÍA QUE REALICE EL SERVICIO SERÁ RESPONSABLE DE PROVEER TODOS LOS MATERIALES Y CONTARÁ CON EL EQUIPO REQUERIDO PARA BRINDAR EL SERVICIO.

EL CONTRATISTA OBTENDRÁ Y MANTENDRÁ VIGENTE DURANTE LA DURACIÓN DEL CONTRATO LOS PERMISOS APROPIADOS DE TODAS LAS AUTORIDADES REGULADORAS MUNICIPALES, ESTATALES Y FEDERALES, RESPECTO A LOS SERVICIOS OFRECIDOS.

EL CONTRATISTA DISPONDRÁ DE TODO MATERIAL, EQUIPOS Y DEMÁS OBJETOS REMOVIDOS DURANTE EL SERVICIO, CUMPLIENDO CON LAS REGULACIONES Y LEYES AMBIENTALES VIGENTES. EL CONTRATISTA DISPONDRÁ ADECUADAMENTE DE LOS DESPERDICIOS GENERADOS DURANTE LA REALIZACIÓN DE LOS TRABAJOS DESCRITOS EN ESTE DOCUMENTO.

EL CONTRATISTA ACUERDA LLEVAR A CABO TODOS LOS TRABAJOS CONTRATADOS EN CUMPLIMIENTO CON TODAS LAS LEYES, REGLAMENTACIONES U ORDENANZAS FEDERALES, ESTATALES Y MUNICIPALES DE SALUD Y SEGURIDAD.

LOS CONTRATISTAS QUE VAYAN A SUBCONTRATAR ALGUNO DE LOS TRABAJOS O SERVICIOS OBJETO DE ESTA PUBLICACIÓN, TENDRÁ QUE ASEGURARSE DE QUE DICHOS SUBCONTRATISTAS NO SEAN COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD. LA AUTORIDAD NO ACEPTARÁ PROPUESTAS EN LAS QUE SE UTILICEN COMO SUBCONTRATISTAS COMPAÑÍAS QUE ESTÉN SUSPENDIDAS DEL REGISTRO DE SUPLIDORES DE LA AUTORIDAD.

TERMINO DE PAGOS: NETO 60 DIAS

¿ LOS EUPLIDOR TIENEN QUE DESGLOSAR SU PRECIO ENTRE LO QUE ES LABOR Y MATERIALES, PARA LA APLICACIÓN DE LA APORTACIÓN ESPECIAL DE 1.5 % BAJO LA LEY NÚM. 48-2013. DE NO DESGLOSAR EL PRECIO SE APLICARÁ LA APORTACIÓN A LA TOTALIDAD COTIZADA.



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CLAUSULA DE SERVICIOS INTERAGENCIALES: AMBAS PARTES CONTRATANTES RECONOCEN Y ACCEDEN A QUE LOS SERVICIOS CONTRATADOS PODRÁN SER BRINDADOS A CUALQUIER ENTIDAD DE LA RAMA EJECUTIVA CON LA CUAL LA ENTIDAD CONTRATANTE REALICE UN ACUERDO INTERAGENCIAL O POR DISPOSICIÓN DIRECTA DE LA SECRETARIA DE LA GOBERNACIÓN. ESTOS SERVICIOS SE REALIZARAN BAJO LOS MISMOS TÉRMINOS Y CONDICIONES EN CUANTO A HORAS DE TRABAJO Y COMPENSACIÓN CONSIGNADOS EN ESTE CONTRATO. PARA EFECTOS DE ESTA CLÁUSULA, EL TÉRMINO "ENTIDAD DE LA RAMA EJECUTIVA" INCLUYE A TODAS LAS AGENCIAS DEL GOBIERNO DE PUERTO RICO, ASI COMO A LAS INSTRUMENTALIDADES Y CORPORACIONES PÚBLICAS Y A LA OFICINA DEL GOBERNADOR.

CLÁUSULA DE TERMINACIÓN: LA SECRETARIA DE LA GOBERNACIÓN TENDRÁ LA FACULTAD PARA DAR POR TERMINADO EL PRESENTE CONTRATO EN CUALQUIER MOMENTO.

LEY 2-2018 CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO

- 1. EL CONTRATISTA SE COMPROMETE A CUMPLIR CON LAS DISPOSICIONES DE LA LEY NÚM. 2-2018, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO.
- 2. EL CONTRATISTA SOMETERÁ UNA DECLARACIÓN JURADA, ANTE NOTARIO PÚBLICO, EN LA QUE INFORMARÁ SI LA PERSONA NATURAL O JURÍDICA O CUALQUIER PRESIDENTE, VICEPRESIDENTE, DIRECTOR, DIRECTOR EJECUTIVO, O MIEMBRO DE UNA JUNTA DE OFICIALES O JUNTA DE DIRECTORES, O PERSONAS QUE DESEMPEÑEN FUNCIONES EQUIVALENTES PARA LA PERSONA JURÍDICA, HA SIDO CONVICTA O SE HA DECLARADO CULPABLE DE CUALQUIERA DE LOS DELITOS ENUMERADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO "LEY PARA LA ADMINISTRACIÓN Y TRANSFORMACIÓN DE LOS RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO", O POR CUALQUIERA DE LOS DELITOS CONTENIDOS EN ESTE O CUALQUIERA DE LOS DELITOS INCLUIDOS EN LA LEY 2-2018.
 - 3. EL CONTRATISTA CERTIFICA QUE NO HA SIDO CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO, CUALQUIER DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL MAL USO DE LOS FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE, A LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.
- 4 4. LA AUTORIDAD DARÁ POR TERMINADO EL CONTRATO EN CASO DE QUE EL



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CONTRATISTA RESULTE CONVICTO EN PUERTO RICO O EN LOS ESTADOS UNIDOS POR INFRACCIÓN A LOS ARTÍCULOS 4.2, 4.3 O 5.7 DE LA LEY 1-2012, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY ORGÁNICA DE LA OFICINA DE ÉTICA GUBERNAMENTAL DE PUERTO RICO; CUALQUIERA DE LOS DELITOS ENUMERADOS EN LOS ARTÍCULOS 250 A 266 DE LA LEY 146-2012, SEGÚN ENMENDADA, CONOCIDA COMO EL CÓDIGO PENAL DE PUERTO RICO, CUALQUIERA DE LOS DELITOS TIPIFICADOS EN LA LEY 2-2018, CONOCIDA COMO CÓDIGO ANTICORRUPCIÓN PARA EL NUEVO PUERTO RICO O CUALQUIER OTRO DELITO QUE IMPLIQUE EL USO INDEBIDO DE FONDOS O PROPIEDAD PÚBLICA, INCLUYENDO, PERO SIN LIMITARSE A, LOS DELITOS MENCIONADOS EN LA SECCIÓN 6.8 DE LA LEY 8-2017, SEGÚN ENMENDADA, CONOCIDA COMO LA LEY DE ADMINISTRACIÓN Y TRANSFORMACIÓN DE RECURSOS HUMANOS EN EL GOBIERNO DE PUERTO RICO.

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.

PH000009 019 INSTRUCCIONES PARA SUBASTAS FORMALES INSTRUCCIONES PARA PARTICIPAR EN SUBASTA FORMAL

- 1. SE INCLUYEN INSTRUCCIONES ESPECIALES PARA ESTA INVITACIÓN A SUBASTA FORMAL, ASÍ COMO LOS DOCUMENTOS QUE EN ELLA SE MENCIONAN.
- 2. LOS LICITADORES QUE INCLUYAN EN LA COTIZACIÓN TÉRMINOS Y CONDICIONES DE VENTA O SERVICIO DIFERENTES A LOS ESTABLECIDOS EN LOS DOCUMENTOS DE TERMINOS, CONDICIONES Y ESPECIFICACIONES ESTABLECIDOS PARA ESTA SUBASTA PODRÂN SER DECLARADOS NO RESPONDIENTE.



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- 3. GARANTÍA DE LA PROPUESTA- PARA ESTA SUBASTA SE REQUIERE UNA GARANTÍA DE LICITACIÓN (BID BOND) O SU EQUIVALENTE PARA GARANTIZAR EL 10 PORCIENTO DEL TOTAL DE LA PROPUESTA A PRESENTARSE. LAS PROPUESTAS QUE NO INCLUYAN ESTA GARANTÍA SERÁN RECHAZADAS.
- 4. PARA ESTA SUBASTA LA AUTORIDAD DE ENERGÍA ELÉCTRICA NO ACEPTARÁ PROPUESTAS POR FACCÍMIL O MEDIOS ELECTRÓNICOS.
- 5. ES RESPONSABILIDAD DEL LICITADOR TENER DISPONIBLE UNA CERTIFICACIÓN DEL DEPARTAMENTO DE HACIENDA DONDE ESTABLEZCA SU ESTATUS SOBRE EL PAGO DE CONTRIBUCIONES O PARA LOS CASOS DE DEUDAS PENDIENTES, SI POSEE ALGÚN PLAN DE PAGO; ESTO EN CASO DE ASÍ REQUERIRSE.

* * * End of Contract * *

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PURCHASE ORDER

REVISION

AUTORIDAD DE ENERGIA ELECTRICA DIVISION DE TESORERIA

P.O. BOX 70253

SAN JUAN PR 00936-8253

Purchase Order: 00079775

Revision

: 003

Release

Printed

: 12/19/2018

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Page

Please Direct Inquiries to:

ANGELICA ROSARIO DAVILA AROSARIO16128@AEEPR.COM

Title: PROCUREMENT SUPV G3

Phone: 787-521-3034

Vendor:

ELOY ACOSTA

M R FRANCESCHINI INC

611 CONDADO AVENUE

SAN JUAN PR 00907-3819

Payment Terms

Days Net

1 Days

ERS N

Reference Contract

Primary Ship To:

PREPA

PREPA

SAN JUAN

Instructions:

REVISION PARA CORRECIÓN DE PRECIOS SEGUN NUEVA PROPUESTA SUPLIDOR. APROBADO POR INGENIERO VICTOR ORTIZ, JEFE SECCION DE CONSERVACIÓN DE CENTRAL SAN JUAN.

BATERÍAS UNIDADES 7-8 CSJ.

MR 445045 REO 180122

SE ADJUDICA ORDEN SEGÚN ESPECIFICACIONES, TÉRMINOS Y CONDICIONES DE LA AUTORIDAD Y SEGÚN PROPUESTA DE LA COMPAÑÍA M R FRANCESCHINI INC NÚMERO

0655494474EA

SOLICITANTE: ING YAMIL MORALES ASAD SECCIÓN ELÉCTRICA- CENTRAL SAN JUAN

TELÉFONO: 787.521.7418/7416

SUPLIDOR: M R FRANCESHINI CONTACTO: ELOY ACOSTA

TELÉFONO: 787. 622-7080 EXT 26

COPADRATE SENT

PURCHASE ORDER

REVISION

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA

DIVISION DE TESORERIA

P.O. BOX 70253

SAN JUAN PR 00936-8253

Purchase Order: 00079775

Revision : 003

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	PH000001	004	S	Y	EQUAL OPPORTUNITY
	PH000002	005	S	Y	COMPLIANCE WITH LAWS.
	PH000004	005	S	Y	INFRINGEMENT
	РН000006	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

Line	Quantity	UP	Item Description	Unit Price	Extension
Dine	Quantity.	01	Item Description	onit illet	DACCIID LOII

0001

95,535 EA Catalog ID:

\$1.000000

\$95,535.00

NON-TAX

Schedule:

Quantity

95,535

Delivery Date 10/31/2017

Description:

CYBEREX LOAD SHARING BATTERY CHARGERS RATED 200 AMPS. AC INPUT: 480 VOLTS, 3P; DC BUS 125 VDC. SUPPLIER: M.R.

FRANCESCHINI

CYBEREX LOAD SHARING BATTERY CHARGERS

RATED 200 AMPS

AC INPUT: 480 VOLTS, 3P, 3W+GND, 60HZ

DC BUS: 125 VDC

DIM: 30"W X 19.14" D X 54.25" H

WEIGHT: 750 LBS. RBEII-AT30-130-200

PLEASE CONTACT YAMIL MORALES AT CENTRAL

SAN JUAN, ELECTRICAL SECTION.

CEL: 787-310-9113

Purchase Order Total Amount

PO Previous Total :

\$95,535.00

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PURCHASE ORDER

REVISION

Mail Invoice To:

AUTORIDAD DE ENERGIA ELECTRICA

DIVISION DE TESORERIA

P.O. BOX 70253

SAN JUAN PR 00936-8253

Purchase Order: 00079775

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AUTHORIZED SIGNATURE

Oct 1. Tentojas arabatto 12/19/18

Tierette Dato de Compras

Fac Standard Name

Rev

Terms and Conditions

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.

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 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

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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.

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 EXCEMPT 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 EXCEMPT 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,



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whether in Federal or Commonwealth Court.

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

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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.

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 EFECTÙE 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



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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 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

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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 Leyes de Ética which is available at:

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

End of Purchase Order