**RFP 3PPO-0709-22-TPG2**
**Emergency Power Generation**

BOND NO: 50016522

**KNOW ALL MEN BY THESE PRESENTS,** that we POWER EXPECTATIONS LLC, (hereinafter called the Principal) and UNITED SURETY & INDEMNITY COMPANY having its principal offices at GUAYNABO, PUERTO RICO, a corporation duly organized and existing under the Laws of the COMMONWEALTH OF PUERTO RICO and authorized to transact business in Puerto Rico (hereinafter called the Surety) are held and firmly bound onto the PUERTO RICO ELECTRIC POWER AUTHORITY, a public corporation and government instrumentality of the Commonwealth of Puerto Rico, (hereinafter called the Obligee), for the sum of 5% FIVE PERCENT (5%) OF THE BID AMOUNT ($----------), lawful money of the United States of America, for the payment of which sum well and truly to be made for in the event of the withdrawal or retraction of the BID offered, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP3PPO-0709-22-TPG2 EMERGENCY TEMPORARY POWER GENERATION.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the different not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in a good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IT IS hereby understood and agreed that this bond will be effect for a maximum period of one hundred and eighty (180) days after the bid date, unless its obligation is fulfilled prior to such date.

IN WITNESS WHEREOF, the above jointly and in solid bound parties have executed this instrument under their several seals this 6th day of AUGUST, 2025, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

POWER EXPECTATIONS LLC

Eddie Echevarria (SEAL)
PRINCIPAL

UNITED SURETY & INDEMNITY COMPANY

L Santana (SEAL)
SURETY
LOURDES SANTANA LOPEZ
ATTORNEY IN FACT

UNITED SURETY & INDEMNITY COMPANY U.S.&I.C. 1990

# ENDOSO OBLIGATORIO DE PRIMAS Y CONDICIONES DE CUBIERTA – PUERTO RICO

Por la presente se entiende y se conviene que de conformidad con las reglas aprobadas por el Comisionado de Seguros de Puerto Rico, la presente fianza queda enmendada según las condiciones y estipulaciones vertidas a continuación:

1. **Primas de fianzas pagadas en su totalidad por usted:** Si las primas de esta fianza han de ser pagadas en su totalidad por usted, la cubierta de la fianza será concedida siempre y cuando se haya pagado la prima total a, y ésta se haya recibido por, nosotros o nuestro representante autorizado en o antes de la fecha de efectividad indicada en la fianza. De lo contrario, la fianza entrará en vigor en la fecha en que se haya pagado la prima total a, y se haya recibido por, nosotros o nuestro representante autorizado, y procederemos según indica la Sección 4 de este Endoso.

2. **Prima de Endoso**: Los endosos emitidos después de la fecha de incepción de esta fianza concediendo cubierta adicional y los cuales resultan en alguna prima adicional, no entrarán en vigor hasta tanto la prima total adicional de los mismos se haya pagado en su totalidad a, y se haya recibido por, nosotros o nuestro representante autorizado.

3. **Corrección de primas**: Cualesquiera primas adicionales que se adeuden como resultado de cambios en tarifas, clasificaciones, bases de primas o cualesquiera otros ajustes (según determinado por nosotros o por la correspondiente organización tarifadora) serán pagadas en su totalidad dentro de los (30) días de la fecha de facturación del endoso correctivo.

4. **Pagos atrasados**: De recibirse el pago después de la fecha de vencimiento indicado, procederemos de la siguiente manera:

   **a.** Para fianzas nuevas (Sección 1 antes indicada) emitiremos un Aviso de Cambio de Fecha de Efectividad de Cubierta, indicando:

      (1) que la cubierta que se conceda bajo la fianza entrará en vigor a partir de la fecha en que se recibe el pago de la prima aplicable,

      (2) las fechas enmendadas de incepción y de vencimiento de la fianza que resulten, las cuales serán aplazadas por el mismo número de días en que no se concedió cubierta debido al recibo tardío del pago de la prima, y

      (3) el correspondiente período durante el cual no se concede cubierta bajo la fianza.

   **b.** Para endosos de corrección de primas (Sección 3 antes indicada), emitiremos, sujeto a la reglamentación aplicable, un Aviso de Reinstalación limitada, indicando:

      (1) que la cubierta que se ofrece bajo la fianza será reinstalada a partir de la fecha en que se recibe el pago aplicable de la prima adicional,

      (2) el período durante el cual no se concede cubierta, y

      (3) el monto de la devolución de prima, si alguna, que se le adeude a usted.

5. **Cancelación de fianza:** Con relación a la renovación de una fianza, dicha fianza no entrará en vigor si la prima adeudada no ha sido recibida por nosotros o por nuestro representante autorizado en la fecha establecida en el Aviso de Cancelación, el cual será emitido conforme a los términos establecidos en la fianza.

6. **Definición de Representante Autorizado**: Para fines de este endoso, representante autorizado significa un Agente General, Apoderado, o una persona debidamente autorizada por nosotros, por escrito, para efectos del cobro de primas.

7. Este endoso obligatorio reemplaza cualesquiera otras condiciones que existan a estos efectos en la fianza al que se aneja el presente.

F001

# MANDATORY PREMIUM AND COVERAGE CONDITIONS RIDER- PUERTO RICO

It is hereby understood and agreed that pursuant to the regulations approved by the Commissioner of Insurance of Puerto Rico, this bond is amended according to the following conditions and stipulations:

1. **Bond Premium Paid in Full by You**: If the premium for this bond is to be paid by you in its entirely, surety coverage will be afforded only if the total premium is paid in full to, and received by, us or our authorized representative on or before the effective date shown in the bond. Otherwise, the bond will be effective on the date the total premium is paid in full to, and received by us or our authorized representative, and we will proceed as indicated on Section 4 of this rider.

2. **Rider Premium**: Riders issued after the inception date of this bond, affording additional coverage and which result in an additional premium, shall not be effective until the total additional premium due thereon is paid in full to, and received by, us or our authorized representation.

3. **Premium Corrections**: Any additional premium due resulting from changes in rates, classifications premium bases, or any other adjustments (as determined by us or the proper rating organization), shall be paid full within thirty (30) days from the date of billing of the corrective rider.

4. **Late Payments**: If payment is received after the specified due date, we will proceed as follows:

   a. For new bonds (Section 1 above) we will issue a Change of Effective Date of Coverage Notice stating:

      (1) that the coverage afforded under the bond is effective as of the date of receipt of the applicable premium payment,

      (2) the resulting amended Inception and expiration dates of the bond, which will be postponed by the same number of days that coverage was not afforded due to the late receipt of the premium payment, and

      (3) the corresponding period of time during which coverage is not afforded under the band.

   b. For premium corrections riders (Section 8 above) we will issue, subject to the applicable regulations, a limited Reinstatement Notice stating:

      (1) that the coverage afforded by the bond will be reinstated as of the date of receipt of the applicable additional premium payment,

      (2) the period for which coverage is not afforded, and

      (3) the amount of premium return due to you, if any.

5. **Cancellation of Bond**: With reference to renewal of bonds, such bonds will not be effective if the corresponding premium has not been received by us or our authorized representative on the date established in the Cancellation Notice, which will be issued in compliazce with the terms of the bond.

6. **Definition of Authorized Representative**: Authorized representative for the purpose of this rider means a General Agent, an Attorney in Fact, or a person duly authorized in writing by us for premium collection purposes.

7. This mandatory rider supersedes any other conditions to this effect in the bond to which it is attached.

United Surety & Indemnity Co.
PO Box 2111
San Juan, PR 00922-2111
t. 787.273.1818
f. 787.625.0893 • 787.783.8115
www.usicgroup.com

Bond no. 50016522

Rider #4

**ELECTRONICALLY EXECUTED BOND ENDORSEMENT**

This bond has been signed and sealed electronically for operational purposes in order to facilitate delivery to principal and obligee, in the event of any current or future restrictions imposed by the Government of Puerto Rico or any internal operational decision of the Surety related to a Force Majure event including but not limited to Pandemic. If this bond requires and acknowledgement of surety affidavit, such document will not be included for the reasons stated above.

We hereby certify that this bond is valid as if originally signed and sealed by hand.

Consequently, if the obligee requires an originally executed bond, and acknowledgement of surety affidavit, if applicable, we will issue such documents at a later date, in substitution of the original electronic bond.

UNITED SURETY & INDEMNITY COMPANY U.S.&I.C. 1990

Authorized Representative
**UNITED SURETY & INDEMNITYCOMPANY**

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Bond no. 50016522

Rider #5

**DESCARGO DE RESPONSABILIDAD SOBRE EL USO DE CARACTERES ESPECIALES EN FIANZAS EJECUTADAS Y DOCUMENTOS RELACIONADOS**

USIC no utiliza caracteres especiales como acentos y la letra “ñ”, entre otros, en sus sistemas, lo cual se verá reflejado en la redacción de documentos. Esto se debe a la necesidad de garantizar una correcta visualización e interpretación de la información en todos los sistemas y plataformas de la compañía.

Por la presente garantizamos que esta medida no afectará el significado ni la precisión de la información contenida en nuestros documentos, toda vez que los nombres propios y demás datos relevantes seguirán siendo identificables y comprensibles. Esta medida tampoco afectará la garantía provista por USIC bajo la fianza.

**DISCLAMER OVER THE USE OF SPECIAL CHARACTERS ON EXECUTED BONDS AND RELATED DOCUMENTS**

USIC does not use special characters such as accents and the letter "ñ", among others, on its systems, which will be reflected in the drafting of documents. This is due to the need to ensure correct visualization and interpretation of information across all of the company's systems and platforms.

We hereby certify that this will not affect the meaning or accuracy of the information contained in our documents, as proper names and other relevant data will remain identifiable and understandable. We also hereby certify that this will not affect the guarantee provided by USIC under this bond.

UNITED SURETY & INDEMNITY COMPANY U.S.&I.C. 1990

Authorized Representative

**UNITED SURETY & INDEMNITY COMPANY**

# UNITED SURETY & INDEMNITY COMPANY

A Commitment to Excellence and Integrity

USIC

## CERTIFICATE OF APPOINTMENT OF ATTORNEY-IN-FACT

Know All Men by these Presents, that UNITED SURETY & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Puerto Rico, and having its principal office in the City of Guaynabo, Puerto Rico, does hereby certify that it has made, constituted and appointed LOURDES SANTANA LOPEZ, of Bayamón, Puerto Rico, its true and lawful Attorney-in-Fact with full power and authority conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature as follows:

**WITHOUT LIMITATION**

and to bind UNITED SURETY & INDEMNITY COMPANY thereby as fully and to the same extent as if such instruments were signed by an officer of UNITED SURETY & INDEMNITY COMPANY and all the acts of said Attorney, pursuant to the authority given by virtue of Deed Number Eighteen (18), executed on the 10th of October, 2008; before Notary Public Johanny Martínez Batista, are hereby ratified and confirmed.

The Power of Attorney granted by the above mentioned deed, was made and executed pursuant to and by authority of the By-Laws duly adopted by the Stockholders of the Company. Certified copy of the above mentioned Deed shall be filed at the Office of the Commissioner of Insurance of Puerto Rico.

In Witness Whereof, UNITED SURETY & INDEMNITY COMPANY has, pursuant to its By-Laws, caused the present certificate to be signed by the Secretary and its corporate seal to be hereto affixed this 31st of March, 2011.

**UNITED SURETY & INDEMNITY COMPANY**

By: _____
Rafael A. Blanes González, Secretary

ZORIMAR CONCEPCIÓN GONZÁLEZ
ABOGADA NOTARIO

Affidavit Number: 0185

Sworn and subscribed before me by Rafael A. Blanes González, of legal age, married, executive and resident of Guaynabo, Puerto Rico, to me personally known.

In Guaynabo, Puerto Rico, this 31st day of March, 2011.

_____
Notary

The present certificate is in full force and effect as of this 6th day of AUGUST, 2025.

_____
Secretary