



GOVERNMENT OF PUERTO RICO
PORTS AUTHORITY

PUERTO RICO PORTS AUTHORITY

REQUEST FOR PROPOSALS

**Design-Build Services for
Runway 8-26 Reconstruction at
Rafael Hernández International Airport, Aguadilla, Puerto Rico**

ADDENDUM NO. 22

TO ALL OFFERORS:

This Addendum forms part of the reference Request for Proposals.

A. ANSWERS TO QUESTIONS

No.	Questions	Answers
1	We kindly request that the deadline for the submission of questions be extended until October 31, 2023 or later.	The deadline for submitting questions of request for clarification (RFC) was modified on Addendum 21.
2	1. Is there a limitation on the number of proposals submitted for the Port Authority to award the project? Please explain the procedure to be followed by the authority if 1 or 2 proposals are submitted.	The FAA requires three (3) proposals be submitted for a design-build solicitation. At this time we have the minimum number of Respondents to complete the process
3	2. Referring to answer number 1 of addendum number 20 which indicates that critical equipment purchased in advance will be paid for in accordance with the following "In accordance with Section 13.2.1 of the UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS" however, this section does not stipulate the payment of said equipment, please confirm if this section will be modified to include the equipment.	Delete the answer provided in Section C.1 of Addendum 20. The section 13.2.1 of the UGCPW shall not be modified. Payment for materials on hand shall be in compliance with: 1. Section 90-07 of FAA General Provisions (Attachment K), and 2. Section 13.2.1.4 of the UGCPW
4	3. Follow-up on RFI#13 from Addendum 20 Specifically in changes to Art. 17.11 of the Sample Contract it is not clear on what the PRPA meant by "With the inclusion of the yellowed language, accepted. Disregard the strickout." Anyways, it seems that we agree that we are limiting Art. 17.11 to events being the fault of the JVD/B. So to be crystal clear on the suggested language, Art.17.11 should read as follow (original version with track changes suggested by both parties): 17.11 Claims For Increase In Contract Time/No Damages For Delay: If the JVD/B is delayed in the progress of any task which at the time of the delay is then critical or which during the delay becomes critical, solely as a result of any negligent act of the JVD/B or someone acting on their behalf, or because of changes to the	Submit as permitted in Exhibit Q in the RFP and will be considered, which is not to say it will be allowed. Also, the RFP allows the redline contract language that is objected to.

No.	Questions	Answers
	<p>design services or the work then as a result of an act or omission of the JVD/B, as the sole compensation for the JVD/B for such delay, the date for substantial completion or, as the case may be, definitive completion shall be set, subject to the provisions of paragraph 9. 6, shall be appropriately adjusted by the Authority upon written notice and claim by the design/builder to the Authority for such reasonable time as the Authority may determine. A task is critical within the meaning of this paragraph 17.11 if, and only if, that task is in the critical path of the Project schedule such that a delay in the completion of that task will delay the final completion of the Project. As a condition precedent to any right to an extension, the JVD/B shall strictly comply with the requirements of paragraph 17.3 above and the JVD/B shall give such notice before proceeding to execute any additional or modified work. If the JVD/B does not give such notice, any claim to an extension shall be deemed waived. In the event that the delay of the JVD/B is continuous, only one notice and one claim for additional time shall be required, provided that the continuous nature of the delay is indicated in the notice and claim. Please confirm.</p>	
5	<p>4. Liquidated Damages: Uniform General Conditions for Public Works in PR establishes liquidated damages to \$8,000.00 but “EXHIBIT N – RFP COST PROPOSAL FORM” says \$10,000.00. To avoid conflicting provision, which one is it?</p>	<p>Base Bid plus Accepted Alternate Bids: Proponent agrees to pay as liquidated damages the sum of ten thousand dollars (\$10,000) for each calendar day of delay that the project construction remains uncompleted, as provided in Section 9.4.1 of the Uniform General Conditions.</p>
6	<p>5. Follow-up on RFI#14 from Addendum 20 We suggested the elimination of the word “strict” from the agreement, particularly from section 10.2. This language is extremely problematic and poses a very high risk for contractor to quantify or consider. Strict compliance means that any deviation by contractor, that is acceptable in the construction industry, can be consider a default of the contractor. Please reconsider.</p>	<p>‘Strict’ compliance with contract language is neither unreasonable nor unheard of. To accept a different standard, let’s say a deviation that is acceptable in the construction industry, would open the door to establish for any given deviation what is acceptable in the construction industry and as such unmanageable. It is in the Owner’s best interests to reasonably determine the consequences of a contract deviation.</p>
7	<p>6. We suggested eliminating reference to “intended purpose” in the agreement. We insist that this could be problematic at the time of acquiring bonds and insurance for the Project. Please reconsider.</p>	<p>Please elaborate on your concerns to using the phrase “intended purpose” and in what, specifically, will it be problematic when acquiring bonds and insurance for the project.</p>
8	<p>7. Answer #11 of Addendum #20 indicates that the sinkhole/depression located 700 ft northeast of Taxiway M shall be treated as a topographical “depression” and filled in accordance with FAA Specification P-152 Excavation and Embankment. This action might create a change on the existing hydraulic and hydrogeological conditions in the area. Should this occur, please confirm that the Design-Builder will not be held responsible for any impacts or harms caused to third parties.</p>	<p>Please elaborate on the concern</p>
9	<p>8. Since Alt Bids 3 & 4 may be constructed with either P-401 or P-501, and the Proposal Form has been revised to account for all possible scenarios, please confirm that it is acceptable to submit one single set of drawings showing one type of pavement for these</p>	<p>This is acceptable</p>

No.	Questions	Answers
	connectors and to include a note indicating that the final pavement design will be pending on the Authority's selection.	
10	9. We reiterate to the PRPA the consideration of expanding the variables in the price adjustment clause included as part of this project to include items such as manpower, machinery and aggregates, as stated in RFI No. 25 of Addendum No. 20, as well as including electrical and lighting items which are of considerable amount in this project, all of this considering the time that will elapsed between the submission of bids, the beginning of the project and the completion of the project.	The price adjustments will not be expanded.
11	1. Due to the Thanksgiving holiday, we would like to request an additional day to the current proposal due date to Tuesday, November 28, 2023.	The Response Date to submit your Proposal was modified on Addendum 21.
12	2. We respectfully request the response by PRPA to the questions submitted on August 31, 2023, by Friday, September 15, 2023.	Addendum 22 is included with the answers.
13	3. According to Addendum #18, a meeting between BQN Airport Partners and PRPA was requested to discuss further enhancement to the proposed agreement and its legal structure to provide such services that will reduce the risk of a bid protest or legal challenges regarding legal compliance. PRPA responded that "at the appropriate time a meeting will be scheduled". Can you please confirm when this meeting will take place?	PRPA reaffirms its understanding that the legal structure proposed in the RFP as amended in Addendum No. 6 is correct. That understanding was recently confirmed by the Comptroller of PR to PRPA. Therefore, we will not entertain any more RFIs questioning the contractual vehicle for this project.
14	4. The LUMA letter of July 22, 2022, indicated that the contractor is responsible for the relocation of existing fiber optic cable that goes along road PR-107. Please describe the existing cable, its type, and how many fibers it has.	Reference is made to Luma letter dated July 20, 2022. The Proponents shall make a diligent effort to obtain the information to who belongs, it is in service, type of cable, and how many fibers it has. For your information, the fiber cable running from PR-107 parallel by the Airport parallel road and to the previous Airport Temporary Control Tower is not in service and is not required to be restored.
15	5. Please confirm. For the existing aerial line, that runs from MH-4 to MH-113, do we need to relocate the overhead line to an underground condition for this project or it can be left in the existing condition and in the future project to be relocated to an underground condition?	The existing aerial line, that runs from MH-4 to MH-113 shall be relocated to an underground condition in order to provide power across the airfield to MH 39. This will also require the relocation of Manhole 112 at a minimum which is in the middle of the proposed RW. This line and the poles running to the east on the parallel road may be used for temporary power during the project by the Contractor but must be relocated prior to opening the new runway.
16	6. The existing buildings and structures along Parallel Road seem to be abandoned. Do we need to provide electrical connections?	The existing buildings and structures along Parallel Road to remain shall not be provided electrical connection by this project.
17	7. Previously we requested that the owner include an allowance for the works to be performed by LUMA in the RFP. In a meeting with LUMA, they informed us that they cannot provide us with an estimate until we present them with an approved drawing and their estimate will be valid only for ninety (90) days. Taking into	The design and construction cost for the Electrical Feeder Relocation shall be included in the Cost Proposal by the Proponents following the conceptual drawings provided by PRPA included on letter dated March 11, 2022 and comments from LUMA dated July 20, 2022.

No.	Questions	Answers
	<p>consideration that this RFP will be awarded in the first quarter of 2024 and eleven (11) months of the design process, we kindly request that the Owner include an allowance in the RFP for the works to be performed by LUMA. Public corporations, such as Puerto Rico Highway and Transportation Authority and Puerto Rico Aqueduct and Sewer Authority, in their RFP and Bids include allowance on a reimbursable cost basis for the works to be performed by LUMA/PREPA.</p>	<p>The administrative and operational cost to be required by LUMA after the approval of to the design shall be included to the project as a change order or paid to LUMA by the PRPA.</p>
18	<p>8. In his letter of July 22, 2022, LUMA is requesting the replacement of existing poles using steel poles. We understand that LUMA does not have any inconvenience that we used concrete poles. Please confirm.</p>	<p>Reference is made to LUMA letter dated July 20, 2022. Consider the use of Galvanized Poles as requested by LUMA. Concrete poles may be used if approval is received from LUMA.</p>
19	<p>9. In note iii of page 4 of 8 of the letter of LUMA of July 22, 2022, they are saying that if we have to remove the pole then we have to replace it with a new metal structure. Please let us know if the pole is an interference in the landing zone of the new runway and if we must remove it. See also photo #3 in LUMA drawing 4 of 5.</p>	<p>Reference is made to LUMA letter dated July 20, 2022. The metal pole identified as #420697 has been designated to be removed.</p>
20	<p>Questions and Clarifications to the DESIGN AND CONSTRUCTION SERVICES AGREEMENT BETWEEN THE PUERTO RICO PORTS AUTHORITY AND THE JVD/B</p> <p>RECITALS</p> <p>WHEREAS, The AUTHORITY aware of the importance of the Reconstruction of Runway 8-26 at Rafael Hernández Airport (BQN), Aguadilla, Puerto Rico, and in accordance with Regulation 8981 of 7 July 2017, engaged in a selection process consisting of a Request for Qualifications and after a shortlisting of the most qualified Respondents, a Request for Proposals for which only the shortlisted Respondents were invited. After careful consideration of the proposals submitted the PRPA determined, to be in its best interest, to select a JVD/B to execute this contract. It is agreed to by the Parties that the JVD/B, as a party with its own legal personality, will be the single point of contact with the PRPA to accomplish the construction of the BQN Runway 8-26 Reconstruction project (the Project), as Design Build contractor pursuant to Section 1.1.1.26 of the Uniform General Conditions for Public Works Contracts in Puerto Rico (Regulation #7998) herein after UGCPW and assuming the responsibilities determined by Section 1.1.1.25 of the UGCPW. The selection of a Joint Venture as a juridical person is considered to be the most agile and efficient vehicle to execute a Design Build Contract as contemplated under Articles 1.1.1.25 and 1.1.1.26 of the UGCPW. The provisions of the UGCPW are to be considered to have the force of law under Article 4 of Law 218-2010. Under said Article 4 of Law 218 any provision of any Law that is incompatible with the UGCPW is to be considered modified to incorporate the provisions of Law 218-2010.</p> <p>Question/Clarification: Under this Recital of the Authority, Law 173 of August 12, 1988, is incompatible with the UGCPW and therefore</p>	<p>Yes.</p>

No.	Questions	Answers
	shall be considered modified to incorporate the provisions of Law 218-2010?	
21	Question/Clarification: Under this Recital of the Authority, the College of Engineers and Surveyors of Puerto Rico (CIAPR) Policies as issued on July 11, 2015, and reaffirmed on April 9, 2022, interpreting the requirements of Law 173-1988 on the application of the Design/Build contract using a Joint Venture as a contractual vehicle are incompatible with the UGCPW and therefore shall be considered contrary to the provisions of Law 218-2010?	Yes.
22	<p>ARTICLE 2 THE CONTRACT DOCUMENTS</p> <p>2.1 Contract Documents Defined: The "Contract Documents" means those documents and things constituting the contract between the Authority and the JVD/B. They consist of, but are not limited to: the Agreement (which include the Bonds and required insurance policies); the JVD/B Proposal dated , and all addenda as issued the RFP process; the Design Criteria Package; the duly signed plans or partial plans issued for construction; UGCPW, any General Supplemental Conditions or Special Conditions; all technical studies (Environmental, Geological or of any other nature needed to properly design the project in accordance to any and all Laws, Regulations and the best practices of engineering); all addenda issued prior to the date of this Agreement; all plans or drawings. Such documents are for reference only and the JVD/B assumes full and sole responsibility to validate such information the way it deems fit.</p> <p>Question/Clarification: Can you explain the meaning of the term "things" in the context of this section 2.1 for purposes of defining "Contract Documents" as the Proponent assumes full and sole responsibility to validate all contract documents as per Article 2 and 2.6 of this Contract?</p>	All that is included expressly or implied in the second sentence of Section 2.1.
23	<p>ARTICLE 3 JVD/B'S REPRESENTATIONS AND WARRANTIES</p> <p>3.1.1 As the Design/Builder of the project, the JVD/B is responsible pursuant to the UGCPW for the contracting and performance of the Prime Designer, duly licensed in Puerto Rico and fully qualified to act as a design professional for the Project and is, and will remain, licensed to practice engineering and/or architecture in Puerto Rico in accordance with Law 173- 1988, as amended; and the Prime Contractor member of the JVD/B has the materials, capability, experience, and knowledge as well as the necessary personnel, equipment and financial capabilities and resources to execute the construction portions of the Work in accordance with the terms of the Contract Documents.</p> <p>Question/Clarification: Law 173 of August 12, 1988 is incompatible with the UGCPW and therefore shall be considered modified to</p>	Yes.

No.	Questions	Answers
	incorporate the provisions of Law 218-2010 for purposes of Section 3.1.1 of the Contract?	
24	The College of Engineers and Surveyors of Puerto Rico (CIAPR) Policies as issued on July 11, 2015, and reaffirmed on April 9, 2022 interpreting the requirements of Law 173-1988 on the application of the Design/Build contract using a Joint Venture as a contractual vehicle are incompatible with the UGCPW and therefore shall be considered contrary to the provisions of Law 218-2010 for purposes of Sectionn 3.1.1 of the Contract?	Any provision of any law which happens to be incompatible with the UGCPW authorized by Law 218-2010 must be considered modified to fully comply with said law.
25	<p>3.1.1.1 All Design Services as defined in section 1.5 of this contract will be exclusively performed by the Designer. That no person other than a duly licensed architect, engineer or surveyor will perform the duties and responsibilities of those professions.</p> <p>Question/Clarification: Is it a requirement of this Contract that licensed arquitects, engineers and/or surveyors performing the duties and responsibilities of those professions for the Project be licensed in Puerto Rico?</p>	Yes. Also considered that Law 173-1988 allows for such professionals, if duly licensed in another jurisdiction, upon and upon compliance with certain requirements, to be authorized to practice in PR.
26	<p>3.1.2 The JVD/B will maintain at all pertinent times all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until the JVD/B duties and obligations hereunder have been fully satisfied and the Work has been accepted and certified by the PPRA and the FAA for normal airport operations.</p> <p>Question/Clarification: Is it a requirement of this Contract that licensed arquitects, engineers and/or surveyors performing the duties and responsibilities of those professions for the Project be licensed in Puerto Rico?</p>	Yes. See also No. 25.
27	<p>3.1.5 The JVD/B assumes full responsibility to the Authority for the improper acts and omissions of all Subcontractors or others employed or retained by the JVD/B in connection with the Project. If the JVD/B takes any action and/or performs any work knowing that it's against contrary to federal, state or local laws, regulations and ordinances or the Contract Documents, the JVD/B shall assume full responsibility for its actions and consequences and any and all the costs arising from such action. Any such action or dereliction will constitute an event of default by the JVD/B which if not cure within 10 days after proper notification by the PRPA or its Representative, will constitute an event of default.</p> <p>Question/Clarification: Can you define the term "proper notification"?</p>	A written communication delivered in such a way that it is not disputable that such delivery actually happened on the person responsible to received it.
28	Question/Clarification: Time to cure is of ten (10) working days or ten (10) calendar days?	10 calendar days.
29	3.1.7 The JVD/B shall, correct and perform any work required by Section 3.1.6 above, without additional compensation and in the	In writing when the Owner so requests.

No.	Questions	Answers
	<p>most efficient and promptly manner so as not to allow the approved schedule to fall behind.</p> <p>Question/Clarification: The corrections will be requested by writing? The corrections will be requested within a time frame?</p>	
30	<p>ARTICLE 4 DESIGN SERVICES: GENERAL PROVISIONS</p> <p>4.1 Scope: The Designer partner of the JVD/B shall perform all Design Services described in, contemplated by, inferable from, or necessary to achieve the objectives stated in the Design Criteria Package and the Contract Documents, including all Design Services necessary for the Project to be properly constructed by the JVD/B and used and operated by the Authority in accordance with all applicable engineering Codes and/or regulatory guidelines, requirements and standards, including, but not limited to the Code of Federal Regulations, Federal Aviation Administration ("FAA") regulations and guidelines and/or the UGCPW. In the event of any conflict or inconsistency between any section or subsection of this Agreement, the UGCPW (Exhibit B) and/or the Design Criteria Package the latter shall prevail.</p> <p>Question/Clarification: UGCPW corresponds to Attachment F of the RFP, please clarify.</p>	Attachment F corresponds to the UGCPW.
31	<p>4.2 Authority's Review of Design Services: Subject to the provisions of paragraph</p> <p>13.8 of this Agreement, the JVD/B shall submit all documents produced as part of the Design Services to the Authority's Representative for review and approval in accordance with the terms of the Contract Documents. The Authority may order the JVD/B to make changes to any such documents in order to conform such documents to the Authority's objectives. Any such changes by the JVD/B ordered by the Authority shall not relieve the JVD/B of its obligations hereunder unless, and only to the extent that, the JVD/B notifies the Authority in writing within seven (7) days of receipt of said changes of any adverse impact on schedules, budgets, operational costs, operational performance, satisfaction of regulatory requirements, or other adverse impact that may result from such changes. Failure of the JVD/B to submit said notice within said seven (7) day period shall constitute a waiver by the JVD/B of a claim for any adjustment to the Contract Price, the Design Schedule, or the Contract Time.</p> <p>Question/Clarification: The seven (7) day period to submit written notice as referred to in Section 4.2 is for calendar days or working days?</p>	Working days.
32	<p>4.7 Duty To Correct Errors: The JVD/B shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and design documents.</p>	Immediately after written notice is received from PRPA. Initiate corrections.

No.	Questions	Answers
	<p>Question/Clarification: Please clarify the term “immediately” as inserted on Section 4.7 herein. Immediately since written notice from PRPA? Immediately since acknowledgment? Immediately commence or initiate corrections?</p>	
33	<p>4.8 Schedule: The JVD/B acknowledges that as part of its submittal in response to the RFP it submitted a design/built schedule that was reviewed, discussed and/or amended and approved by the PRPA and as such shall not, except for good cause, be exceeded, and shall be performed within the milestones and completion dates approved by the PRPA. Should the JVD/B at any time during the course of performing the Contract, have any reason to believe that it will be unable to meet any completion date in accordance with the approved Schedule, it shall notify the Authority's Representative in writing within seven (7) days after the occurrence of the event causing the delay. In such notice, the JVD/B shall state the reason for the delay including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of the JVD/B to submit said notice within said seven (7) day period, shall constitute a waiver by the JVD/B of a claim for any adjustment to the Contract Price, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles 16 and 17 of this Agreement.</p> <p>Question/Clarification: Within seven (7) calendar days or within seven (7) working days?</p>	Working days.
34	<p>ARTICLE 5</p> <p>5.3.2 The JVD/B certifies that it is duly organized and validly existing under the laws of the Government of Puerto Rico, with full power and Authority to perform all the activities contemplated to be performed under this Agreement and has the legal Authority to enter into this Agreement and be bound by its terms. The JVD/B owns, possesses or has obtained all necessary licenses, permits, orders and other governmental authorizations necessary to do business in the Government of Puerto Rico. The JVD/B and its partners certify that the contemplated transactions in this Agreement are within their powers and have been duly authorized and said authorization will be produced where and when required by the Authority.</p> <p>Question/Clarification: This Section is contrary to Law 173-1998. This statement on JVD/B's behalf is erroneous. Please clarify or suggest different wording.</p>	Language is not erroneous. No clarification needed.
35	<p>5.4.1 A conflict of interest exists when, for the benefit of a client, it is the JVD/B's obligation to promote that which it should oppose in the fulfillment of its obligation towards a client. Also, a conflict of interest takes place when conduct is defined as such in the ethical rules and standards recognized in the applicable profession or in the laws and regulations of Puerto Rico.</p>	Language is not erroneous. No clarification needed.

No.	Questions	Answers
	<p>Question/Clarification: This Section is contrary to Law 173-1998. This statement on JVD/B's behalf is erroneous. Please clarify or suggest different wording.</p>	
36	<p>5.4.2 Regarding the prohibitions herein mentioned, the JVD/B acknowledges the Authority of the PRPA to assure compliance with these prohibitions. If the Authority believes that there is a conflict of interest, or the appearance of a conflict of interest, it will notify the JVD/B of the Authority's findings. The JVD/B shall make full disclosure of all material facts, and shall have a period of thirty (30) days after receipt of such notice to cure the conflict of interest or the appearance of conflict of interest, including the right to request a meeting with the Authority to set forth or explain its position. This meeting will always be granted when timely requested. If the conflict of interest or appearance of conflict or interest is not cured to the satisfaction of the Authority, or the controversy is not otherwise resolved prior to the expiration of such 30 (thirty) days period, the Authority may terminate this Design/Build Agreement.</p> <p>Question/Clarification: The period of Thirty (30) days, calendar or working days?</p>	Calendar days.
37	<p>5.4.7 The JVD/B certifies that it does not have, nor shall have during the term of this Design/ Build Agreement, any other contract or Design Build Agreement with agencies and instrumentalities of the Government of Puerto Rico, which is, or could be, in conflict with this Design/ Build Agreement, unless specifically approved in writing by the Authority.</p> <p>Question/Clarification: This Section 5.4.7 refers to the JVD/B as an entity, not to its partners/members individually? Please clarify.</p>	The JVD/B.
38	<p>5.6 Right of the Authority to Terminate the Contract: The Authority may terminate this Agreement at any time, by written notice, whenever it is in the best interests of the Authority. The JV Design-Builder shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination, unless the Design Builder has committed an event of default.</p> <p>Question/Clarification: Under the term "contract closeout costs" the costs and expenses of demobilization are included?</p>	See Article 15.4 of UGCPW.
39	<p>5.6.1 In any case of negligence, abandonment of duties or breach of this Agreement, the Authority shall have the power to terminate the contract immediately, without prior notice, and the JVD/B shall have the duty to indemnify the Authority for the damages caused.</p> <p>Question/Clarification: Please define case of negligence, abandonment of duties or breach of this Agreement? Why a period to cure is not contemplated?</p>	The terms negligence, abandonment of duties and breach of the Agreement are self-explanatory. A cure period could be contemplated during negotiations of the Contract. But we are not assuming any responsibility to do so.
40	ARTICLE 6 PRELIMINARY CONSULTATION AND PROJECT ANALYSIS	Calendar days.

No.	Questions	Answers
	<p>6.2 Report On Project Requirements And Objectives: Based on its study and analysis, and no later than ten (10) days after the effective date of this Agreement, the JVD/B shall prepare and submit to the Authority a written report detailing the JVD/B's understanding and analysis of the Project requirements and identifying any design, construction, abatement, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of the JVD/B shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. The JVD/B shall review such report with the Authority and shall implement such changes as the Authority may require as provided in paragraph 4.2 of this Agreement.</p> <p>Question/Clarification: Ten (10) calendar or ten (10) working days?</p>	
41	<p>ARTICLE 8 DESIGN FOR CONSTRUCTION</p> <p>8.3 Review With The Authority: If requested by the Authority, the JVD/B shall meet with the Authority to review the Design for Construction, or any part thereof, and shall incorporate any changes or alterations authorized or directed by the Authority with respect to said Design for Construction or with respect to the requirements of the Project.</p> <p>The Authority will have a period of ten (10) working days after submitting the Design for Construction, to approve, request additional information or reject the submission of materials, shop drawings or samples that are not considered complex, according to the Authority. For all others the period will be twenty (20) working days.</p> <p>Question/Clarification: Can PRPA explain and/or define the sentence in bold?</p>	<p>Each action (s) to be taken under the contract provisions has an established term to be executed. Therefore, that sentence in bold is hereby deleted.</p>
42	<p>8.3.1 In the event that the Authority exceeds the time frame established for the review and approval of the Final Design, the JVD/B will be granted, as the exclusive remedy, an extension of the contract time in an equal amount of days exceeded by the Authority if such delay effectively impacted the Critical Route of the project.</p> <p>Question/Clarification: In case an extension of the contract time is granted under this Section 8.3.1, how is it going to be formalized under the Contract?</p>	<p>A Change Order.</p>
43	<p>ARTICLE 9 SCHEDULE AND TIME FOR CONSTRUCTION</p> <p>9.1 ORDER TO PROCEED: After the Authority has approved the Design for Construction, the Authority shall issue an Order to Proceed with the Work directing the JVD/B to proceed with the Work on the date indicated in the notice Order to Proceed (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.</p>	<p>Calendar days.</p>

No.	Questions	Answers
	Question/Clarification: Ten (10) calendar or ten (10) working days?	
44	<p>9.3 Need to work overtime: The JVD/B will be entitled to work premium time (overtime) as required to comply with the schedule of the Project, established by the Project Scheduler, who is part of the JVD/B's Key Team. No work shall be performed on Saturdays, Sundays or legal holidays, except in cases of emergency, or unless prior written permission has been granted by the Authority. JVD/B overtime costs will be the sole responsibility of JVD/B and may not be claimed or recovered through change orders or other mechanism unless the overtime is expressly requested in writing by the AUTHORITY. As Part of the Scope of Work some work will need to be performed in areas of the Rafael Hernandez Airport (BQN) which are an active and in use flight line, the work to be performed in the flight line may require to be performed at night. The Flight Line must be free and clear of equipment, materials and debris one hour before the start of operations, any delay or noncompliance with this will result in Liquidated Damages been assessed and calculated according to the formula stated in section 9.5.1.</p> <p>Question/Clarification: Who is the Project Scheduler and its responsibilities under this Contract?</p>	That's for the JVD/B Team to decide and submit to the PRPA for approval. He/she will be responsible to develop a schedule acceptable to the PRPA.
45	<p>9.4 Delays and Extensions of Time: Ordinarily, no extension of the Contract Time will be allowed for any reason except as provided below:</p> <p>a. In case of total suspension ordered by the Authority and not due to any fault of the JVD/B the total number of calendar days during which the Work is suspended shall be added to the Contract Time. In case of suspension of part of the Work ordered by the Authority not due to any fault of the JVD/B, the Contract Time shall be extended to the extent of the effect that such suspension has on the Contract Time, and only to the extent the critical path of the Project Schedule is affected.</p> <p>Question/Clarification: What is the Procedure to grant the time extension and when it is effective?</p>	As provided for in the appropriate Change Order.
46	<p>c. In case of delays or interruptions to the Work caused by any act of the Authority, or by any separate contractor employed by the Authority or by any other cause not attributable to the fault or negligence of the JVD/B, then the Contract Time shall be equitably adjusted.</p> <p>Question/Clarification: What is the Procedure to grant the time extension and when it is effective?</p>	As provided for in the appropriate Change Order.
47	<p>d. When the JVD/B is prevented from completing any part of the work within the time frame of the contract due to delays beyond the control of the Authority and the JVD/B, if the critical path of the project schedule is affected, an extension of the contract term for a period of time equal to the time lost due to that delay shall be the</p>	As provided for in the appropriate Change Order.

No.	Questions	Answers
	<p>sole and exclusive right remedy of the JVD/B, no overhead shall be charged for such interruption.</p> <p>Question/Clarification: What is the Procedure to grant the time extension and when it is effective?</p>	
48	<p>9.5 Liquidated Damages For Delay In Final Completion: In the event that the JVD/B does not complete all the work within the term specified in the contract or extended by the same, if applicable, the Authority may make a deduction from the contract amount as provided for in Article 9.5 of the UGCPW.</p> <p>Question/Clarification: Article 9.5 of the UGCPW is composed of sections 9.5.1 through 9.5.5 (pages 918-919 of the RFP). Parts of Article 9.5 are deleted. Can PRPA be more specific of which sections are applicable on this matter under Article 9.5 of UGCPW?</p>	<p>Only the Schedule of Liquidated Damages in Article 9.5.1 is deleted. See answer #5 of this addendum.</p>
49	<p>ARTICLE 10 ADDITIONAL DUTIES AND RESPONSIBILITIES OF THE JVD/B</p> <p>10.6 Review And Approval Of Submittals: The parties, inspection and designer shall review, study, and approve, or take other necessary action upon all Submittals to ensure that the Project will be constructed in a timely fashion in strict compliance with the Contract Documents, state and federal regulation, and any directive by Authority or it's representative. All submittals must be approved and notified to the necessary suppliers or subcontractors at least ten (15) days prior to any lead time necessary for the timely delivery of the materials.</p> <p>Question/Clarification: Section 10.6 states when submittals must be approved and notified.</p> <p>Please clarify the period, ten (10) or fifteen (15) days for review and approval.</p>	<p>15 calendar days.</p>
50	<p>10.10.1 The Contractor partner of the JVD/B shall comply with all the applicable Federal and Government laws, rules and regulations concerning fair labor practices including minimum wages, work hours, equal employment opportunities, nondiscrimination, civil rights, employment of minors, and other labor relation matters. Failure to do so withing 15 days after notification by the Authority or other appropriate Authority will constitute an event a default.</p> <p>Question/Clarification: Please clarify if the term applicable is fifteen (15) calendar days or fifteen (15) working days.</p>	<p>15 calendar days.</p>
51	<p>10.22 JVD/B To Remain An Independent Contractor Joint Venture Design/ Builder: In the performance of this Agreement, the JVD/B's status as an independent contractor shall not be modified or diminished by reason of any instructions issued by the Authority or the Authority's Representative or any of the JVD/B's partners, employees, Subcontractors, or representatives.</p>	<p>Independent contractor as opposed to a PRPA employee. That status will not be modified.</p>

No.	Questions	Answers
	Question/Clarification: Please explain this Section 10.22.	
52	<p>ARTICLE 11 PAYMENT</p> <p>11.7 Progress Payments For The Work: The Authority shall make progress payments to the JVD/B for performance of the Work on account of that portion of the Contract Price allocated to the Work in paragraph 11.4. All provisions relating to progress payment in the Uniform General Conditions for Public Works are incorporated in this section by reference. It is stipulated that at least twenty (20) days prior to the agreed date for each progress payment, the JVD/B must submit a completed and signed Pay Request for review, covering the work performed as of the date of the request and accompanied by supplementary documentation demonstrating the work for which payment is claimed. Once the Authority or its authorized representative examines and certifies the submission of the application, payment shall be made within sixty (60) days of the certification of the submission of the application by the Authority or its authorized representative. However, this term may be longer than the indicated, provided there is a just cause and the JVD/B is notified in a timely manner.</p> <p>Question/Clarification: The terms of twenty (20) days and sixty (60) days are calendar or working days? Please clarify.</p>	Calendar days.
53	<p>11.5 Design/Builder's Use Of Progress Payments: Upon receipt of any payment from the Authority, the JVD/B shall, within fifteen (15) days of receipt of such payment, pay to all subcontractors, materials, workers, and suppliers the amounts due to them for work covered by such payment. The parties to this Agreement acknowledge the provisions of Article 1374 of the Puerto Rico Civil Code of 2020. Any irregularities noted in the Project's payrolls will be brought to the attention of the JVD/B by the Authority's Representative for appropriate corrective action and payment of any pending wages, payroll taxes or any labor related obligation, including but not limited to State Insurance Fund, Drivers Insurance (Seguro Choferil). Should the JVD/B fail to take the necessary action, it will be subject to such civil and criminal proceedings as provided by law and regulations. Payment of wages to laborers and employees of the JVD/B for their work shall have preference over the payment of other debts of the JVD/B, except as otherwise established by law. Noncompliance with this clause constitute an event of default if the amount in controversy exceeds half a percent (.5%) of the contract price.</p> <p>Question/Clarification: Please clarify if the term applicable is fifteen (15) calendar days or fifteen (15) working days.</p>	Calendar days.
54	<p>11.24 Unexcused Failure To Final Payment: If the Authority, without cause or foundation in this document, does not pay the Joint Venture Designer/Builder the Final Payment due, after all the inspection process at the end of the work within 40 days after Owner's approval of the Application for Final Payment (Article</p>	40 working days. After all the final inspection process is over and the Work is approved.

No.	Questions	Answers
	<p>13.7.3. of UGCPW), it will be subject to the payment of the amount with interest at the legal rates for government judgments as established by the Financial Institutions Commissioner from time to time.</p> <p>Question/Clarification: Please clarify if the term applicable forty (40) calendar days or forty (40) working days. As per Section 11.24, when is the Final Payment due? The wording of this Section 11.24 is confusing, please clarify.</p>	
55	<p>ARTICLE 12 SUBSTANTIAL AND FINAL COMPLETION</p> <p>12.5 Determination Of Final Completion: When the JVD/B believes it has achieved Final Completion, and the JVD/B is ready for a final inspection, the JVD/B shall so notify the Authority in writing. The Authority will then make final inspection of the Work and, if the Work is complete in strict accordance with the Contract Documents, including state and federal regulations, then the Authority will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to this Agreement. At that time the Authority will assume all responsibilities with respect to the safety, operation, security and protection of the Work, maintenance, utilities, and the contractor's warranties and guarantee periods will begin to run.</p> <p>Question/Clarification: Please clarify. When is the final inspection of the Work due? Section 12.5 does not include a period of time for final inspection. ____ () working days after written notice from JVD/B?</p>	<p>When the JVD/B believes the Work is ready for a final Inspection. The Final Inspection will be over when the Owner's Authorized Representative has completed the inspection. Once any deficiencies are corrected, another inspection will be completed until all work has been satisfactorily completed.</p>
56	<p>12.7 Conditions Precedent To Final Payment: Prior to being entitled to receive final payment, and as a condition precedent thereto, the JVD/B shall furnish the Authority, in the form and manner required by the Authority, if any, the following:</p> <p>a.....</p> <p>h. Five digital copies of all project documentation in a permanent medium.</p> <p>Question/Clarification: Please define "permanent medium" and give alternatives and/or examples to what you are referring to.</p>	<p>Five digital copies of all project documentation delivered in permanent media (USB flash drive).</p>
57	<p>ARTICLE 13 AUTHORITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES</p> <p>13.9 Delay Or Forbearance Not Waiver: The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Contract Documents or to require strict compliance with any obligation of the JVD/B under the Contract Documents shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.</p>	<p>It is considered that the PRPA upon the occurrence of a noncompliance has determine not to exercise its rights under the Contract, at that time, but it has not waived its right to do so at a later time or occasion.</p>

No.	Questions	Answers
	Question/Clarification: Please clarify the phrase “any other time or on any other occasion”. As written the term is broad and inexact.	
58	<p>13.13 Authority's Right To Perform Work: In the event the Authority issues such instructions to stop Work, and in the further event that the JVD/B fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Authority that the cause of such instructions will be eliminated or corrected, then the Authority shall have the right to carry out the Work with its own forces, or with the forces of other JV Design/ Builders, and the JVD/B shall be fully responsible for the costs incurred in performing such Work. The rights set forth in paragraph 13.12 and this paragraph 13.13 are in addition to, and without prejudice to, any other rights or remedies the Authority may have against the JVD/B, including the rights to terminate or withhold payment as provided herein.</p> <p>Question/Clarification: Please clarify if the term is of seven (7) calendar days or seven (7) working days.</p>	7 working days.
59	<p>ARTICLE 14 PROJECT DOCUMENTATION</p> <p>14.1 Maintenance Of Project-Related Records: The JVD/B shall maintain and protect all records relating in any manner whatsoever to the Project, or any designated part thereof, (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice. All documents must be kept also in digital form, during the construction phase they must be kept in a cloud storage medium available to the JVD/B, its partners and personnel, Authority personnel, Authority’s representatives Personnel, Construction Managers Personnel and the Inspectors Personnel. Upon Final completion all documents must be downloaded into a permanent medium and copies delivered to all above listed persons or entities.</p> <p>Question/Clarification: Please define “permanent medium”.</p>	USB flash drive.
60	<p>ARTICLE 15 SUBCONTRACTORS, SUPPLIERS AND OTHERS</p> <p>15.1 Subcontractors: Upon execution of this Agreement, and at such later times as may be applicable, the JVD/B shall deliver to the Authority’s Representative, in writing, the names of persons or entities proposed by the JVD/B to act as Subcontractors on the Project. The JVD/B shall provide the Authority’s Representative with such written information, including proof of license. If no objection is interposed by the Authority within fifteen (15) days of its receipt of such information, the JVD/B shall request the approval of the list to the Authority, who will have 10 days to make the decision. If there is no response from the Authority, it will be considered approved.</p> <p>Question/Clarification: Please clarify if the terms applicable are fifteen (15) days, calendar or working; and ten (10) days, calendar or working.</p>	Calendar days, both.

No.	Questions	Answers
61	<p>ARTICLE 17 CLAIMS BY JVD/B</p> <p>17.3 Notice Of Claim: All JVD/B claims, disputes and other matters in question against the Authority arising out of or related to the Contract Documents or the breach thereof, specifically including, without limitation, claims in respect of changes in the Contract Price or Contract Time, shall be initiated by a written notice of claim submitted to the Authority. Such written notice of claim shall be delivered to, and received by, the Authority no later than thirty (30) days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim including the specific amount claimed. The JVD/B agrees and acknowledges that its failure to provide written notice of a claim as set forth herein shall constitute a waiver of any claim for additional compensation or time extension related thereto. The JVD/B partners agree to abide by the Joint Venture's dispute resolution process as their sole remedy for any claim that may arise against AUTHORITY.</p> <p>Question/Clarification: Please clarify if the term applicable is thirty (30) calendar days or thirty (30) working days.</p>	Calendar days.
62	<p>17.5 Formal Written Claim: No later than thirty (30) days after the date of the written notice of claim, the JVD/B shall submit a formal written claim which shall include at least the following information: (a) a concise statement of the occurrence(s) and condition(s) supporting the claim, dispute or other matter, and the relief sought; (b) identification of the facts giving rise to the claim dispute or other matter; (c) the date the JVD/B discovered the occurrence(s) and condition(s); (d) documentation supporting the schedule of values; (e) identification of any impact the claim, dispute or other matter has on the critical path schedule; and (f) all correspondence, internal memoranda, progress notes, and other documentation relating to the events and condition(s) which form the basis of the claim, dispute or other matter. Notice of the extent or amount of the claim shall be given within sixty (60) days after the end of such event, unless the Authority grants additional time. The failure to provide a claim as set forth herein, or the failure to provide such other documents or information requested by the Authority shall constitute a waiver of any claim for additional compensation or time extension related thereto.</p> <p>Question/Clarification: Please clarify if the term applicable thirty (30) calendar days or thirty (30) working days.</p>	Calendar days.
63	<p>17.8 Concealed Or Unknown Site Conditions: In the event the JVD/B discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, and not reasonably discoverable by the JVD/B's diligent inspections as required herein, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within</p>	Calendar days.

No.	Questions	Answers
	<p>thirty (30) days after the first appearance to such party of the conditions. As a condition precedent to the Authority having any liability to the JVD/B due to concealed and unknown conditions, the JVD/B must give the Authority written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure of the JVD/B to give the written notice and make the claim as provided by this paragraph 17.8 shall constitute a waiver by the JVD/B of any rights arising out of or relating to such concealed and unknown condition, including any claim for an increase in the Contract Price or any claim for an extension of the Contract Time.</p> <p>Question/Clarification: Please clarify if the term applicable thirty (30) calendar days or thirty (30) working days.</p>	
	<p>ARTICLE 18 UNCOVERING AND CORRECTING WORK</p> <p>18.4 Duty To Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, the JVD/B shall be specifically obligated to correct any and all defective or nonconforming Work for a period of twelve twenty four (24) months following Final Completion upon written direction from the Authority. This obligation shall survive final payment by the Authority and termination of this Agreement. If JVD/B does not, after a ten (10) day written notice from Owner, promptly start complying and diligently comply with the terms of such instructions, (or in an emergency where delay would cause serious risk of loss or damage), the Authority may have the deficient Work corrected or repaired or may have the rejected Work removed and replaced, and all costs, arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by JVD/B. This clause does not constitute a waiver of the responsibilities of JVD/B, Design Partner or Building Partner under the Puerto Rico Civil Code of 2020.</p> <p>Question/Clarification: Please clarify if the term applicable of ten (10) is calendar days or working days.</p>	Calendar days.
64	<p>ARTICLE 19 SUSPENSION AND TERMINATION</p> <p>19.6 Termination By JVD/B: The JVD/B has the right to terminate the Contract and recover from the Authority payment for all work executed, if the Authority:</p> <p>a. substantially stops the work for any reason whatsoever through no act, or fault, of the JVD/B for a period of ninety (90) days starting from the written stoppage notice of the Authority and/or the Authority's Representative, or;</p> <p>b. fails to pay the duly approved Request for Payments within eighty - ninety (80 - 90) calendar days after the same was due.</p>	Calendar days.

No.	Questions	Answers
	Question/Clarification: Please clarify if the term applicable under Section 19.6 (a) is ninety (90) calendar days or ninety (90) working days.	
65	Question/Clarification: Please clarify if the term applicable under Section 19.6 (b) is eighty (80) - ninety (90) calendar days eighty (80) - ninety (90) working days.	Calendar days.
66	<p>ARTICLE 22 INSURANCE</p> <p>22.8 Responsibility to keep the insurance in force: It shall be the responsibility of the JVD/B to maintain adequate insurance coverage at all times. Failure to maintain adequate coverage shall not relieve the JVD/B of any contractual responsibility or obligation. The certificates files with the Authority shall state that thirty (30) days written notice will be given to the Authority before any policy covered thereby is changed or canceled.</p> <p>Question/Clarification: Please clarify if the term applicable under Section 22.8 is thirty (30) calendar days or thirty (30) working days.</p>	Calendar days.

END OF ADDENDUM NO. 22

Romel Pedraza Claudio
Assistant Executive Director for
Planning, Engineering, and Construction

October 4, 2023
San Juan, Puerto Rico