



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. 32

TO ALL OFFERORS:

This Addendum forms part of the reference Request for Proposals.

A. STIPEND

In the event of a successful project award and execution of a contract, a stipend payment of \$500,000 will be paid to each unsuccessful Respondent who submits a responsive Proposal in accordance with the RFP to account for the anticipated level of effort required to prepare the Proposal. There will be no payment to Respondents if no award is made or if the RFP process is terminated for any reason. Payments will be made after execution of a contract with the successful Respondent. Specific provisions and procedures regarding payment of the stipend will be given to the unsuccessful Respondents after project award.

B. RFP DOCUMENTS (FILES ADDED TO THE SHARE FOLDER)

1. EXHIBIT N – RFP COST PROPOSAL FORM: A new Cost Proposal Form file has been included, please discard entirely the previous. The name of the document is 1_Exhibit N Cost Proposal Form_ADD32.pdf.
2. Updated Supplementary Technical Information List. The name of the document is 2_Share File List_ADD32.pdf

C. ANSWERS TO QUESTIONS

No.	Proponent	Questions	Answers
1	Ferrovia	<p>1. Regarding the current Base Bid item no. 5 - Contaminated Soils Removal & Disposal, we note that: Neither the answer to question 3 in Addendum 26 setting out that “The material should be considered Class 1, Hazardous Waste Material as defined by EPA’s Resource Conservation and Recovery Act”, Nor the previous answers provided to the bidders on the matter of the nature of the contaminated soils to be priced under said Base Bid item no. 5, allow for the bidders to have a clear, common and uniform understanding of the scope that we are being requested to price within our Cost Proposals.</p>	<p>For purposes of pricing this item the following assumptions should be considered:</p> <ol style="list-style-type: none"> 1. The material to be removed and disposed of should be considered to be contaminated with jet fuel or other hydrocarbons of similar nature. 2. The material is assumed to be located within the proposed areas for

No.	Proponent	Questions	Answers
		<p>This lack of clarity with regard to the scope under said Base Bid item no. 5 has been further confirmed by the fact that the major environmental contractors in Puerto Rico, when requested their quotes for said scope, have raised questions and concerns with regard to the actual contaminants that are expected to be managed due to the implications that different contaminants would have on the handling of and disposal of the soils, thus on the price of Base Bid item no. 5.</p> <p>Therefore, based on the above and to grant the needed homogeneity among all proposals that allow a fair comparison, we request that:</p> <p>a. The PRPA provides an Allowance for the Contaminated Soils Removal & Disposal instead of current Base Bid item no. 5; and an updated Exhibit N be issued including the above-requested revision and any others as needed.</p>	<p>excavation based on the Respondent's proposed grading, drainage, paving and utilities and other project related plans.</p> <ol style="list-style-type: none"> 3. The material shall be removed and disposed of at an approved location outside of Puerto Rico. 4. The quantity shall be changed from 2,000 CY to 200 CY. <p>Any other assumptions should be listed in the Respondent's proposal for use in change management. A revised Exhibit N is attached to this addendum.</p>
2	Ferrovia	<p>2. Regarding lead and asbestos, we note that the RFP documentation, including the DCP and other documents, do not provide the needed clarity regarding the actual extent of the lead and asbestos contamination that needs to be managed as part of the works. The DCP highlights that "the Environmental Analysis ... states possible buildings and areas that may contain asbestos containing materials and lead-based paint. The Design-Builder shall also be aware that these may appear in pavement markings on the site.", based on which it can be concluded that the data provided to the bidders does not seem to be comprehensive since, for example: There is no information relating to the presence of lead-based paint on pavement markings, and there is not characterization regarding whether (or not) the found lead-based paint is a hazard under the USEPA criteria referred to in the APPENDIX F.2 - Asbestos Containing Materials and Lead Based Paint Survey Report.</p> <p>Our above understanding has been corroborated by the feedback provided by the environmental contractors in Puerto Rico, who find the RFP documentation on the matter of the lead and asbestos lacking conclusiveness.</p> <p>Therefore, based on the above and to grant the needed homogeneity among all proposals that allow a fair comparison, we request that:</p> <ol style="list-style-type: none"> 1. The PRPA provides an Allowance for the scope relating to lead and asbestos abatement instead of current Base Bid item no. 5; and 2. An updated Exhibit N be issued including the above-requested revision and any others as needed. 	<p>Appendix F.2-Buildings Lead & Asbestos. The Proponent shall consider the lead & asbestos results included in the BQN RFP Share Folder, Environmental Assessment of Runway 8-26, Volume 2: Appendices, Appendix F.2.</p> <p>Lead-based paint on pavement markings. Assume a quantity of 18,000 SF for pavement paint contaminated with lead to be removed and disposed in an approved landfill with capacity of accept this material outside of Puerto Rico. A separate bid item has been included on Exhibit N. A revised Exhibit N is included with this Addendum.</p>
3	ACCIONA	<p>Law 173. Impact of the Secretary of Justice's Opinion.</p> <p>To enrich this RFP process, we suggest that the Ports Authority legal team has the opportunity to receive input from each proposer's respective legal teams on the Secretary's Opinion and what it represents for this contract and the RFP process. We propose holding meetings. These meetings may be individual or collective at the Authority's discretion and as best benefits the process. We are available to participate and collaborate.</p> <p>After evaluating the Opinion issued by the Secretary of the Department of Justice of Puerto Rico on January 26, 2024, we have concluded that it is necessary for the Ports Authority to express itself on how the referred Opinion and its conclusions will apply to the structure of the Design-Build Contract for the reconstruction of the Aguadilla Airport BQN runway. It is also important to understand directly from the Authority how the Secretary's conclusions will impact the RFP requirements. We therefore request that the Authority comment on this matter.</p>	<p>The PRPA doesn't rule out any necessary meetings as the Evaluation Committee may request in accordance with PRPA Regulation 8981. A meeting with proposers to discuss the Secretary of Justice opinion is not anticipated as it is not within the purview of the PRPA to provide the legal interpretation of the opinion for the benefit of a third party in as much as the PRPA's interpretation will not and cannot be used to shield the third party of any action that may result from a violation of any legal provision. With that in mind an attempt has been made to address your concerns with the clear understanding that in doing so the PRPA is not providing legal advice to the proposer.</p>

No.	Proponent	Questions	Answers
		<p>In particular, for example, the Secretary argues that subcontracting is permitted in a Design-Build contract where the principal is one of the parties (the construction contractor) and subcontracts the other party (the designer). It also discusses that it is compatible with Engineering Law 173 to use the figure of the "joint venture" (J-V) between the construction contractor and the designer. However, in the case of the J-V option, the Secretary does not elaborate on which of the two types of J-Vs that he acknowledges exist in the United States is the one that can be used to be compatible with Act 173: the incorporated JV or the unincorporated JV. However, by his other expressions in the Opinion, the Secretary seems to be referring to the unincorporated J-V modality where each "partner" of the J-V retains its own legal identity and does not join the other "partner" in the figure of third corporation. This is apparent from the Secretary's assertions reiterating that nothing he discusses in the Opinion or that the courts have interpreted leaves without effect the statutory requirement that any legal entity (professional corporation or LLC) that will practice engineering must be organized so that ALL of its owners are licensed engineers.</p> <p>Therefore, the Secretary could mean that the J-V would have to be governed by a private J-V agreement, not incorporate into a legal entity because it will have engineers and non-engineers owners, delegate the construction contractor to sign the contract on behalf of all the members of the J-V, delineate in that J-V agreement the obligations and responsibilities of each, and based on those terms, the members of the J-V would be accountable to the owner, in this case the Port Authority. Notwithstanding the foregoing possibility, by accepting an unincorporated J-V, the Secretary could also be endorsing the possibility of a three-party D-B contract. Authority, please express yourself on this matter and tell us which of the J-V modalities and interpretations you endorse.</p> <p>In view of the foregoing, the Authority must evaluate the Opinion and clarify which type of J-V is going to be required to be used in the Contract without it being understood that all parties submitting the proposal and/or signing the contract is offering to perform engineering services, but rather that the construction contractor is appearing hand in hand with the design firm(s) duly organized under the laws of PR. These designers would be the ones who, if the J-V members are awarded the contract, would perform that role as part of the J-V, or as subcontractors, as the case may be. Authority, please confirm that the option chosen by the Authority will not violate the provision of Law 173 on the "offering" of the engineering service, whose angle was not addressed by the Secretary in his opinion. Finally, it will also be necessary for the Authority to clarify the implications of using the unincorporated or incorporated figure of the J-V in terms of the RFP requirements and for the signing of the contract. We are in doubt, for example, about the requirements for certifications and registrations with RUL, SAM, etc. If the principal who will be signing the Contract will be the construction contractor in an unincorporated J-V, does only the construction contractor have to submit certifications for the RFP and for signing the contract, or do the designers also have to submit all certifications? If it is both companies, will these certifications be submitted individually since it will be an unincorporated agreement? Likewise, if the Authority concludes that the Opinion supports the use of an incorporated J-V without violating Law 173, then it should clarify (i) if the J-V can be incorporated after the award, (ii) if, to submit the proposal, the certifications of its members would be submitted individually and (iii) after incorporation and before the signature of the contract, the certifications of the incorporated J-V are submitted. Authority, please note your</p>	<p>Regarding your suggestion, we don't believe that requesting "input from each proposer's respective legal teams" is proper as each team has the obligation to secure its own advice and the PRPA is not in a position to ask them to share such advice not only with the PRPA but much less with their competitors. Those opinions are private and confidential. It is worth mentioning that none of the other proposers have expressed any doubts or concerns about the Secretary's opinion.</p> <p>In evaluating the Secretary's opinion (hereafter the Opinion), you concluded that it is "necessary for the PRPA to express itself on how ...the Opinion...will apply to the Design-Build Contract..." for the Aguadilla project. In an effort to assist you we reference several relevant parts of the Opinion that we submit makes it evidently clear with respect to the use of a Joint/Venture as a contractual vehicle. Reference is made to the pages of the Opinion previously circulated to the Proposers in the Spanish language. On page 11, paragraph 3, final sentence, the Opinion states: " Por lo tanto, no existe impedimento legal para los contratos design/build en nuestra jurisdicción". Translated to English: "Therefore, there is no legal impediment to design/build contracts in our jurisdiction". Thus their legality cannot be reasonably questioned. The Opinion in the second paragraph of page 16 quotes from a legal scholar that "Una empresa común que es sencillamente un arreglo o acuerdo dos empresas comerciales independientes efectúan con el fin de llevar a cabo una actividad específica en conjunto, sin comprometer su independencia empresarial ni claudicar a continuar realizando las actividades propias y particulares, que efectuaban con anterioridad al arreglo". Translated to English: "A joint venture is simply an arrangement or agreement that two independent commercial companies make in order to carry out a specific activity together, without compromising their business independence or giving up on continuing to carry out their own and particular activities that they carried out prior to the arrangement." The Opinion goes on to state that there are two types of joint/ventures in Puerto Rico: the incorporated and the non-incorporated. In the second paragraph of page 18 the Opinion states that: "<u>Claramente, en una empresa común, ninguna de las corporaciones participantes pierde su personalidad jurídica ni cambia su nombre para realizar el negocio...</u>". Translated</p>

No.	Proponent	Questions	Answers
		<p>statements in the Contract and in the addenda to the RFP, made before the Opinion, allowing only the possibility of an incorporated J-V (see for example Addendum 17 question #31).</p> <p>Last but not least, for greater clarity, we request the submission of a version of the Contract that incorporates the conclusions of the Port Authority regarding the Opinion of the Secretary of Justice and, additionally, complementing and amending the previous version to reflect all the changes and guidelines set forth in the Addenda received so far.</p> <p>We remain available for any meeting with your consultants and legal advisors to clarify these and any other consequences of the Opinion so that the RFP and draft contract are aligned and clear to all proposers at the time of proposal submission.</p>	<p>to English: "Clearly, in a joint venture, none of the participating corporations loses its legal personality or changes its name to carry out the business, contrary to what happens in the case of a merger or consolidation." Please notice that nothing in Addendum 17 question 31 or elsewhere dictates that the PRPA prefers an incorporated joint/venture. Nor does the Opinion express a preference for that arrangement in order to have a valid joint/venture. The cardinal rule of contract law in Puerto Rico is that of the autonomy of the will of the parties "que permite que estas establezcan los pactos, las cláusulas y las condiciones que entiendan convenientes". (4th paragraph, page 7). Translated to English: "which allows them to establish the agreements, clauses and conditions they deem appropriate." All issues, including responsibilities between the joint/venturers are part of the agreement. Therefore the parties must choose what form is more convenient to them as long as it complies with the law. See 1st paragraph of page 17. Regarding certifications and registrations, the proposer must consult their legal counsel and/or tax expert and/or the appropriate agency to secure the certification(s). However, proposers must consider that with the SAM any person, company, or entity that would like to do business with the federal government or needs to report subcontract information must register on the SAM. Before signing a contract, PRPA will verify whether the entity is registered in SAM. The proponent shall register using the following link: https://sam.gov/content/entity-registration.</p> <p>Either a newly formed corporate J/V or non-incorporated J/V and because of being new, each member of the J/V should submit the required certifications, as applicable. An updated draft agreement containing all of the revisions outlined in the Addenda is in process and will be issued prior to receipt of proposals. PRPA's recommendations is non-incorporated.</p>
4	ACCIONA	<p>Maximum responsibility. No maximum liability.</p> <p>We request that an overall cap of contractor's liability be included in the Contract. In prior opportunities, we have proposed that this cap be the amount equivalent to 30% of the Total Contract Price. We propose that the Ports Authority reconsider its position and if another percentage would be acceptable to the Authority, to submit it. What is essential is to have a reasonable amount determined and quantifiable for the calculation of risks and costs of these risks.</p>	<p>An overall cap of contractor's liability shall be the amount equivalent to 75% of the Total Contract Price.</p>

No.	Proponent	Questions	Answers
		This would be a new clause. In Addendum 7, answer 17 4 this question was expressly left unanswered. See also Addendum 4 answer #8.	
5	ACCIONA	<p>Price Adjustment. The limit for price revisions is currently 5%.</p> <p>Given the significant timeframe to complete the project, we request that the Authority agree to share the risks for price fluctuations during that period as follows: that the Contractor assumes the incremental costs in prices up to 5% of the Total Contract Price, and the Authority assumes that risk of cost increases above 5%.%</p> <p>Among others, Addendum 17 answer #4.</p>	The price adjustment shall remain unchanged.
6	ACCIONA	<p>Fines. Limitation of LD fines as sole remedy for contractor delays.</p> <p>The concept that liquidated damages (LDs) are the sole remedy for contractor delays is accepted in the UGC where it states that LDs constitute "total, fixed, and agreed upon liquidated damages due to the Owner by the Contractor" (emphasis added). That in turn is incorporated into the Contract in Section 9.5 (delays in Final Completion). However, the language of Section 9.5.1 seems to deviate from this principle because it indicates that in relation to these special LDs they will be charged in addition to other lost revenue by the PA. We would request that both Final Completion Delay LDs and Special LDs be treated the same and both be the sole remedy for delays.</p> <p>Section 9.5 Contract Section 9.5.1 Contract Section 9.5.4 of the UGCs</p>	The LDs contemplated in Section 9.5.1 are exclusively related to the work that needs to be performed by the JDV/B in the flightline at night and bear no relation to the LDs stipulated for Delay in Final Completion contemplated in Section 9.5 of the Sample Contract. The so-called deviation is authorized by Article 9.5.1 of UGCPW when it states that "Unless specified in the Contract Documents...". Moreover Section 9.5.1 of the Sample Contract specifies that in those instances contemplated therein the PRPA can collect any revenues lost on account of noncompliance with Section 9.3. That is permitted if specified in the Contract Documents. Therefore, the request is denied.
7	ACCIONA	<p>Indirect Damages. Exclusion of consequential damages.</p> <p>We request the acceptance of a generalized exclusion to indirect and consequential damages. This will protect both parties, considering that it is currently only provided in relation to certain claims made to the Authority (see Sections 17.10 and 19.9 of the Contract) but not with respect to claims against the contractor. Accordingly, reciprocity is requested. It could read as follows:</p> <p><i>"Notwithstanding anything to the contrary in this Agreement, the parties agree that any and all indirect or consequential damages are excluded from any claim or liability of the parties under this Agreement."</i></p> <p>It would constitute a new clause that could be located as the new section 21.5.</p>	This clause is open to negotiation. But the loss of revenues by the PRPA contemplated in Section 9.5.1 for delays under Section 9.3 of the Sample Contract will not be subject of negotiations.
8	ACCIONA	<p>Indemnities. Damage awards should be applied to the extent of the fault or negligence of each party.</p> <p>Modification of Section 21.1 of the Contract is requested as follows: "The JVD/B shall indemnify and hold the Authority harmless from and against all liability claims, losses, damages, costs and expenses, including attorneys' fees and expenses, and fees and expenses of experts, arising out of or resulting from, in whole or in part, any and all <u>negligent</u> acts or omissions, or both, of the JVD/B and its partners, employees, agents, Subcontractors, Suppliers, and any other person or entity for whose acts and omissions the JVD/B may be held liable, <u>except to the extent regardless whether</u> such liability, claims, losses, damages, costs, and expenses are caused in part by the Authority."</p> <p>Section 21.1 of the Contract.</p>	Article 21.1 of the Sample Contract refers to a general indemnity granted by the JVD/B to the PRPA and must cover all acts or omissions of the JVD/B whether they be negligent or willful acts or omissions. By limiting such acts or omissions to only negligent ones would defeat the purpose of Article 21.1. Likewise, the inclusion of the proposed language of 'Except to the extent' to delete and substitute 'regardless whether' and the deletion of 'in part' will also defeat the General Indemnity that Article 21.1 establishes. Therefore, the changes proposed are not acceptable. Nevertheless, any reasonable proposal that does not compromise

No.	Proponent	Questions	Answers
			the main purpose of Article 21.1 will be considered.
9	ACCIONA	<p>Cash Flow. Deadline for approval of pay request and payment of invoices is not clear.</p> <p>Please clarify the timeframe for approval/certification of pay requests by the Authority (and/or its representative, jointly) from receipt of the request, understanding that the payment period for invoices is 40 days (see response to question 36 in addendum 17-<i>"PRPA shall pay in forty (40) days maximum period as per section 13.2.4 of the UGCPWC."</i>). It remains to be confirmed how many days the Authority (and/or its representative, jointly) has to review and certify payment requests before the 40-day period for issuing payment begins to run or whether the review and certification process falls within the 40 days or whether the review process occurs within the 20 days indicated in section 11.7 of the Contract.</p> <p>Addendum 17 answer #36. Section 11.7 of the Contract.</p>	<p>The section 13.2.4 of the UGCPWC prevails over the indicated section 11.7 of the Sample Contract. In accordance with Section 13.2 of the UGCPWC:</p> <p>Section 13.2.1.2 – "At least twenty (20) days before the date established for each progress payment, Contractor shall submit to Owner's Representative for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents."</p> <p>Section 13.2.4.1 - "Unless otherwise specified in the Contract Documents, forty (40) days after Owner's approval of the Application for Payment, with Owner's Representative's recommendation, the amount recommended will become due, and when due, shall be paid by Owner to Contractor."</p> <p>Therefore, the 20 day review and approval process takes place prior to submittal for payment and payment would be made within 40 days after review and approval.</p>
10	ACCIONA	<p>Availability of Resources. Availability of project funds to be confirmed.</p> <p>We request confirmation of receipt of project funds (expected to be received or allocated in November 2023) and what would be the sources (e.g. CDBG, FAA, GPR, others) and their respective shares (%) of the funding.</p> <p>Addendum 24, answer #2</p>	<p>The project will be funded from the following sources:</p> <ul style="list-style-type: none"> • FAA Grants, entitlements and PFC's • CDBG Grant • PRPA <p>The required funding will be in place prior to execution of a contract.</p>
11	ACCIONA	<p>Dispute Resolution Process. In the dispute resolution process there is contradiction. See Section 17.1 (referring to UGCs) and last sentence of Section 17.3.</p> <p>We request the deletion of the last sentence of Section 17.3 as it is not understood to apply under the Authority claims process. This sentence incorporates the dispute resolution process of the J-V contract between the partners for claims to the Authority. We refer to the following sentence: <i>"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."</i></p> <p>Section 17.1 and Section 17.3 of the Agreement. Art. 16 of the UGCs.</p>	<p>In response to your concerns we agree to delete the last sentence of Article 7.3 of the Sample Contract and will substitute it by the following sentence: <i>"The JVD/B partners or members as the case may be, agree, irrevocably, that a claim submitted by the JVD/B under this Article 17 precludes any individual partner or member of the JVD/B from filing a claim or any action whatsoever, against the PRPA, during or after the existence of the JVD/B for any cause arising out of the Contract"</i>.</p>
12	ACCIONA	<p>Dispute Resolution Process. For the process, shorter terms are requested.</p> <p>It is requested that greater clarity be included in the dispute resolution process and that the steps have limited deadlines and if no agreement is</p>	<p>As stated in Article 17.1 of the Sample Contract the provisions of the UCCPW regarding claims and disputes are incorporated into the Contract.</p>

No.	Proponent	Questions	Answers
		<p>reached between the parties, to resort to arbitration. In other words, since the UGC procedure is accepted, this procedure should be adapted to the realities of the Authority and the project. Namely:</p> <ol style="list-style-type: none"> 1. <u>Shorten deadlines at each stage</u> to expedite the resolution of disputes to the benefit of all parties. 2. Clearly establish <u>the procedure that would apply at each step</u>, including (i) the appointment of each of the figures mentioned (Owner's Representative, Contractor's Representative; Construction Manager or the equivalent figure to the Owner, since these figures will not necessarily coincide with the figures in the Authority's project, so it should be indicated who would be the Authority's representatives or officials who would exercise these functions), (ii) clearly establish the time periods, and (iii) that these periods be shorter, including, to present the pertinent notifications, to resolve the disputes and to be able to request an arbitration in case of disagreement. 3. We propose to <u>eliminate non-binding mediation</u> - in our experience in construction, it is not practical and is an intermediate step that delays resolution. The informal steps above are often more effective. 4. <u>Submit to arbitration all disputes that are not resolved after the above attempts.</u> <p>Article 17 of the Contract.</p>	<ol style="list-style-type: none"> 1. The PRPA doesn't believe it is reasonable or advisable to reduce the deadlines established in Articles 11.5.1, 11.5.1.1, 11.5.2, 16.1.2, 16.1.3, 16.1.4, 16.1.4.1, 16.1.5 or 16.2.2 of the UGCPW. Most of them benefit the JVD/B as a contractor. But we are receptive to entertain other deadlines you may choose to propose. 2. The proper officials will be identified in the final contract. As to shorter deadlines see No 1. 3. We agree to eliminate non-binding mediation. 4. Not clear. If we eliminate non-binding mediation, the process calls for arbitration if the requirements of amount are met.
13	ACCIONA	<p>Claims. Cost and schedule adjustment recognition for design changes and customer- ordered work.</p> <p>Addendum 8 response #56 confirms compensation via change order (cost and time) for additional work not contemplated in the RFP and design changes ordered by the Authority. However, other Addenda presented confusing responses on this issue, although Addendum #56 is the most direct response in this regard. We request that the Contract be updated in this regard to avoid discrepancies with other addenda, considering the reasonableness of recognizing cost and time for work not contemplated or design changes ordered by the Authority.</p> <p>Addendum 8 answer #56.</p>	<p>The latest answer provided Addendum 56 should be considered with regards to this subject. If there are specific sections in the draft agreement that you wish to address, please provide details. The draft agreement revisions are in process and will be issued prior to receipt of proposals.</p>
14	ACCIONA	<p>Non-compliance with PA. Termination for non-payment.</p> <p>We request clarification as to whether the period of non-payment that would entitle the contractor to terminate the contract is 80 or 90 days, taking into account that the period reflected in the CGU is 80 days.</p> <p>Section 19.6 of the Contract.</p>	<p>The following section of UGCPWC, prevails over Section 19.6 of the sample contract:</p> <p>15.4.1.2. fails to pay the duly approved Request for Payments within eighty (80) calendar days after the same was due.</p>
15	ACCIONA	<p>New version of the Contract.</p> <p>Last but not least, and once again, in view of the extensive content of the addenda, it is imperative that the Contract be updated and distributed to the participants. For greater clarity, it is requested that a version of the contract be sent that incorporates the position adopted by the Port Authority in accordance with the Opinion of the Secretary of Justice and, additionally, revises the previous version to reflect all the changes and guidelines set forth in the Addenda received to date.</p>	<p>An updated draft agreement containing all of the revisions outlined in the Addenda is in process and will be issued prior to receipt of proposals.</p>

END OF ADDENDUM NO. 32



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

March 8, 2024
San Juan, Puerto Rico

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

RFP COST PROPOSAL FORM

(Date)

Executive Director
 Puerto Rico Ports Authority
 P.O. Box 362829
 San Juan, Puerto Rico 00936-2829

Sir:

The undersigned (hereinafter called "Proponent") in compliance with Request for Proposals (RFP) for the Design-Build of the Runway 8-26 Reconstruction at Rafael Hernández International Airport (BQN), Aguadilla, Puerto Rico, having examined the Proposal and hereby submit all elements of the REQUEST FOR PROPOSALS, the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all design services, permitting, labor, materials, equipment and supplies, and to construct the project in accordance with the Proposal, within the time set forth included, and for the following prices:

BASE BID – New Parallel Runway (Portland Cement Concrete Pavement)

The base bid will include the Portland Cement Concrete Pavement for a new parallel runway and the taxiways connectors A1, I3, I4, and I6. Note that the portion of taxiway A1 connector from the intersection to existing runway and taxiway A is also included on the base bid. General Conditions costs related to the base bid shall be diluted on the various items of the base bid. A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for the Base Bid						
1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
	This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.					
Phase 2 - Construction Phase Services for the Base Bid						
2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items 3, 4, 5, and 6.</u> <i>Write price in words</i> _____ _____	LS	1		
	Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.					

**EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR**

3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for the Base Bid</u> <i>Write price in words</i> <hr/> <hr/>	LS	1		
<p>This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.</p>						
4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for the Base Bid</u> <i>Write price in words</i> <hr/> <hr/>	LS	1		
5	N/A	<u>Contaminated Soils Removal & Disposal</u> <i>Write price in words</i> <hr/> <hr/>	CY	200		
<p>Consists of identification, removal and disposal of contaminated soils encountered during the Project. The contaminated material shall be considered to be contaminated with jet fuel or other hydrocarbons of similar nature. The material is assumed to be located within the proposed areas of excavation based on the Respondent's proposed grading, drainage, paving, utilities and other improvements plans. The material shall be removed and disposed of at an approved location outside of Puerto Rico. The actual amount of material removed and disposed of in accordance with Local and Federal laws shall be paid at the unit price provided. The Designer shall prepare a specification related to this item that incorporates all applicable requirements for the proper removal and disposal of contaminated soils. The specification shall include appropriate methods for determining the limits of contaminated soils encountered and for measuring the amount of material removed and disposed. Evidence of disposal at an approved disposal site must be received by the Owner in order to receive compensation. The unit price for contaminated soils removal and disposal shall not change regardless of the quantity of material encountered during construction of the Project.</p>						
6	N/A	<u>Lead-Based Paint Markings Removal & Disposal</u> <i>Write price in words</i> <hr style="background-color: yellow;"/> <hr style="background-color: yellow;"/>	SF	18,000		
<p>Consists of identification, removal and disposal of lead-based paint markings encountered during the Project. The material shall be removed and disposed of at an approved location outside of Puerto Rico. The actual amount of material removed and disposed of in accordance with Local and Federal laws shall be paid at the unit price provided. The Designer shall prepare a specification related to this item that incorporates all applicable requirements for the proper removal and disposal of contaminated soils. The specification shall include appropriate methods for identifying lead-based pavement markings encountered and for measuring the amount of material removed and disposed. Evidence of disposal at an approved disposal site must be received by the Owner in order to receive compensation. The unit price for Lead-Based Paint Markings removal and disposal shall not change regardless of the quantity of material encountered during construction of the Project.</p>						
7	FAA SPECS P-501	<u>Portland Cement Concrete Pavement</u> <i>Write price in words</i> <hr/> <hr/>	SY			
<p>See Design Criteria Package for additional information on this alternate bid. Payment for Portland Cement Concrete Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-501 Portland Cement Concrete Pavement, Section 501-8.1.</p>						

EXHIBIT N – RFP COST PROPOSAL FORM
RUNWAY 8-26 RECONSTRUCTION AT
RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

TOTAL BASE BID PRICE\$ _____

Write Price in words:

(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

ALTERNATE BID 1 – Mill and Overlay portion of existing R/W 8-26 from STA 225+75 to STA 241+50 full width (Bituminous Pavement)

This alternate considers the works indicated on the Design Criteria package, revised on Addendum 20. General Conditions costs related to this alternate shall be diluted on the various items for this alternate. A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for this Alternate						
A1-1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
	This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.					
Phase 2 - Construction Phase Services for this Alternate						
A1-2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A1-3, A1-4 and A1-5.</u> <i>Write price in words</i> _____ _____	LS	1		
	Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.					
A1-3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.					
A1-4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item considers the portion of Field Office cost associated with this alternate.					
A1-5	FAA SPECS P-401	<u>Plant Mix Bituminous Pavement</u> <i>Write price in words</i> _____ _____	TON			
	Payment for Plant Mix Bituminous Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-401 Asphalt Mix Pavement, Section 401-8.1					

EXHIBIT N – RFP COST PROPOSAL FORM
RUNWAY 8-26 RECONSTRUCTION AT
RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

TOTAL ALTERNATE BID 1 PRICE\$ _____

Write Price in words:

(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

ALTERNATE BID 2 – Rehabilitate portion of Taxiway A (Bituminous Pavement)

This alternate considers the works indicated on the Design Criteria package, revised on Addendum 9. General Conditions costs related to this alternate shall be diluted on the various items for this alternate. **A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.**

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for this Alternate						
A2-1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
	This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.					
Phase 2 - Construction Phase Services for this Alternate						
A2-2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A2-3, A2-4, and A2-5.</u> <i>Write price in words</i> _____ _____	LS	1		
	Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.					
A2-3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.					
A2-4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item considers the portion of Field Office cost associated with this alternate.					
A2-5	FAA SPECS P-401	<u>Plant Mix Bituminous Pavement</u> <i>Write price in words</i> _____ _____	TON			
	Payment for Plant Mix Bituminous Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-401 Asphalt Mix Pavement, Section 401-8.1					

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TOTAL ALTERNATE BID 2 PRICE\$ _____

Write Price in words:

(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)

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 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

ALTERNATE BID 3a – Taxiway I1, I2, and I5 Connectors (Portland Cement Concrete Pavement)

This alternate considers the works indicated on the Design Criteria package, revised on Addendum 9. General Conditions costs related to this alternate shall be diluted on the various items for this alternate. **A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.**

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for this Alternate						
A3a-1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
	This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.					
Phase 2 - Construction Phase Services for this Alternate						
A3a-2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A3a-3, A3a-4, and A3a-5.</u> <i>Write price in words</i> _____ _____	LS	1		
	Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.					
A3a-3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.					
A3a-4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item considers the portion of Field Office cost associated with this alternate.					
A3a-5	FAA SPECS P-501	<u>Portland Cement Concrete Pavement</u> <i>Write price in words</i> _____ _____	SY			
	See Design Criteria Package for additional information on this alternate bid. Payment for Portland Cement Concrete Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-501 Portland Cement Concrete Pavement, Section 501-8.1.					

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RUNWAY 8-26 RECONSTRUCTION AT
RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

TOTAL ALTERNATE BID 3a PRICE\$ _____

Write Price in words:

(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

ALTERNATE BID 3b – Taxiway I1, I2, and I5 Connectors (Bituminous Pavement)

This alternate considers the works indicated on the Design Criteria package, revised on Addendum 9. General Conditions costs related to this alternate shall be diluted on the various items for this alternate. **A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.**

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for this Alternate						
A3b-1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
	This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.					
Phase 2 - Construction Phase Services for this Alternate						
A3b-2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A3b-3, A3b-4, and A3b-5.</u> <i>Write price in words</i> _____ _____	LS	1		
	Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.					
A3b-3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.					
A3b-4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item considers the portion of Field Office cost associated with this alternate.					
A3b-5	FAA SPECS P-401	<u>Plant Mix Bituminous Pavement</u> <i>Write price in words</i> _____ _____	TON			
	Payment for Plant Mix Bituminous Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-401 Asphalt Mix Pavement, Section 401-8.1					

EXHIBIT N – RFP COST PROPOSAL FORM
RUNWAY 8-26 RECONSTRUCTION AT
RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

TOTAL ALTERNATE BID 3b PRICE\$ _____

Write Price in words:

(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

ALTERNATE BID 4a – Southside Taxiway Connectors (Portland Cement Concrete Pavement)

This alternate considers the works indicated on the Design Criteria package, revised on Addendum 9. General Conditions costs related to this alternate shall be diluted on the various items for this alternate. **A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.**

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for this Alternate						
A4a-1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
		This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.				
Phase 2 - Construction Phase Services for this Alternate						
A4a-2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A4a-3, A4a-4, and A4a-5.</u> <i>Write price in words</i> _____ _____	LS	1		
		Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.				
A4a-3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
		This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.				
A4a-4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
		This item considers the portion of Field Office cost associated with this alternate.				
A4a-5	FAA SPECS P-501	<u>Portland Cement Concrete Pavement</u> <i>Write price in words</i> _____ _____	SY			
		See Design Criteria Package for additional information on this alternate bid. Payment for Portland Cement Concrete Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-501 Portland Cement Concrete Pavement, Section 501-8.1.				

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RUNWAY 8-26 RECONSTRUCTION AT
RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

TOTAL ALTERNATE BID 4a PRICE\$ _____

Write Price in words:

(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

ALTERNATE BID 4b– Southside Taxiway Connectors (Bituminous Pavement)

This alternate considers the works indicated on the Design Criteria package, revised on Addendum 9. General Conditions costs related to this alternate shall be diluted on the various items for this alternate. **A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.**

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for this Alternate						
A4b-1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
		This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.				
Phase 2 - Construction Phase Services for this Alternate						
A4b-2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A4b-3, A4b-4, and A4b-5.</u> <i>Write price in words</i> _____ _____	LS	1		
		Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.				
A4b-3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
		This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.				
A4b-4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
		This item considers the portion of Field Office cost associated with this alternate.				
A4b-5	FAA SPECS P-401	<u>Plant Mix Bituminous Pavement</u> <i>Write price in words</i> _____ _____	TON			
		Payment for Plant Mix Bituminous Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-401 Asphalt Mix Pavement, Section 401-8.1				

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RUNWAY 8-26 RECONSTRUCTION AT
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TOTAL ALTERNATE BID 4b PRICE\$ _____

Write Price in words:

(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

**ALTERNATE BID 5 – Full Reconstruction of Existing Runway 8-26 (Future Taxiway I)
 (Portland Cement Concrete Pavement)**

This alternate considers the works for the fully reconstruction of the existing runway 8-26 (future taxiway I). This alternate considers the works indicated on the Design Criteria package, revised on Addendum 9. General Conditions costs related to this alternate shall be diluted on the various items for this alternate. **A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.**

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for this Alternate						
A5-1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
	This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.					
Phase 2 - Construction Phase Services for this Alternate						
A5-2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A5-3, A5-4 and A5-5.</u> <i>Write price in words</i> _____ _____	LS	1		
	Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.					
A5-3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.					
A5-4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item considers the portion of Field Office cost associated with this alternate.					

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

A5-5	FAA SPECS P-501	<u>Portland Cement Concrete Pavement</u> <i>Write price in words</i> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/>	SY			
See Design Criteria Package for additional information on this alternate bid. Payment for Portland Cement Concrete Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-501 Portland Cement Concrete Pavement, Section 501-8.1.						
<p>TOTAL ALTERNATE BID 5 PRICE\$ _____</p> <p><i>Write Price in words:</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)</p>						

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

ALTERNATE BID 6 – Minimum Rehabilitation Existing Runway 8-26 and Conversion to Taxiway I

This alternate will include the following:

1. Mill and overlay of runway as described on the Design Criteria Package.
2. No shift of taxiway centerline.
3. Change the light lenses for taxiway lenses.
4. Provide required taxiway markings.
5. Assume alternate bid #1 area is excluded from this alternative bid.

A Schedule of Values as per article 10.6.3 of the RFP shall be attached to the RFP Cost Proposal Form.

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM
Phase 1 - Preconstruction Phase and Design Services for this Alternate						
A6-1	RFP 5.2.1.1	<u>Preconstruction and Design Services</u> <i>Write price in words</i> _____ _____	LS	1		
	This phase will commence shortly after award of the Contract upon issuance of a Phase 1 – Preconstruction and Design Notice to Proceed (NTP) by the PRPA in accordance with the accepted COST PROPOSAL for Phase 1 Services. The culmination of Phase 1 will be completion and approval of the Issued for Construction drawings and specifications and construction execution plans and the obtaining of all necessary permits.					
Phase 2 - Construction Phase Services for this Alternate						
A6-2	RFP 5.2.1.1	<u>Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A6-3, A6-4 and A6-5.</u> <i>Write price in words</i> _____ _____	LS	1		
	Phase 2 is Construction of the project and may be authorized in incremental packages depending on the successful Proponent's plan for early enabling projects to facilitate the overall construction schedule.					
A6-3	FAA GENERAL PROVISIONS Section 105	<u>Mobilization for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.					
A6-4	Attachment A Design Criteria Package 11.5 Appendix C	<u>FIELD OFFICE for this Alternate</u> <i>Write price in words</i> _____ _____	LS	1		
	This item considers the portion of Field Office cost associated with this alternate.					

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

A6-5	FAA SPECS P-401	<u>Plant Mix Bituminous Pavement</u> <i>Write price in words</i> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 2px 0;"/>	TON			
Payment for Plant Mix Bituminous Pavement will be made at the unit price and amount of pavement provided, meeting all acceptance criteria as specified in FAA standard specifications P-401 Asphalt Mix Pavement, Section 401-8.1						
TOTAL ALTERNATE BID 6 PRICE \$ _____ <i>Write Price in words:</i> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)						

The PRPA shall award the project based on the adjusted bid for the Base Bid or the Base Bid and any combination of Alternate Bids at the sole discretion of PRPA.

Proponent hereby agrees to commence works under this contract on a date to be specified in a written "Notice to Proceed" of PRPA and to fully complete all work within **the number of consecutive calendar days established in the Proponent's approved schedule after written "Notice to Proceed"** of the Puerto Rico Ports Authority for each portion or area of the project.

Date of substantial completion will be certificated by the Owner, when in the opinion of the Owner all Work is completed, including all surfaces finished and marked with final paint, edge lights installed and functioning, underdrains functioning, and areas with seeding and sodding completed.

Proponent further agrees to pay liquidated damages as follows, as provided in Section 9.4.1 of the Uniform General Conditions.

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.

The Proponent irrevocably accepts that the contract cost in the Proposal includes any and all overhead costs (job site, project fixed overhead, field office and extended main office overhead) and any profit that the Proponent may incur for up to **60 calendar days** of delays caused by any act of the Owner. The Contractor waives any type of claim for the overhead incurred during that period.

The cost bellow will be the project fixed overhead or field office cost to be reimbursed to the Proponent by the Owner due to time extensions, delays, or interruptions to the work caused by any act of the Owner in excess of **60 calendar days**, as per Uniform General Condition 9.3 Delays and Extension of Time. The PROJECT FIXED OVERHEAD / FIELD OFFICE COST unit price below shall not be greater than the liquidated damages (Base Bid plus Accepted Alternate Bids) amount mentioned per each calendar day.

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIONAL AIRPORT, AGUADILLA, PR

Item	Description	Unit Price	Unit Price
PFO-1	PROJECT FIXED OVERHEAD / FIELD OFFICE COST	Per Calendar Day	\$ _____ (Write Price in Words); _____ _____

The Proponent agrees that this bid shall be valid and may not be withdrawn for a period of one hundred eighty (180) calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, the Proponent will execute the formal contract included in the Contract Documents within ten (10) working days and deliver the required insurance and bonds specified in the General Conditions.

The Proponent acknowledge received of addenda is included on the Technical Proposal Form.

EQUAL OPPORTUNITY REPORT STATEMENT

(Complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid):

1. The Proponent has / / has not / / developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proponent has / / has not / / participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proponent has / / has not / / filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EE-1 Report).
4. The Proponent does / / has not / / employ fifty (50) or more employees.

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the Proponent, offer or, applicant, or sub Proponent certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained.

The Proponent, offer or, applicant, or sub Proponent agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed sub Proponents for specific time periods) he will obtain identical certifications from proposed sub Proponents prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity

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clause; that he will retain such certifications in his files and that he will forward the following notice to such proposed sub Proponents (except where the proposed sub Proponents have submitted identical certifications for specified time periods)

NOTICE TO PROSPECTIVE SUBPROPONENTS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause.

The certifications may be submitted either for each subcontract or for all sub Proponents during a period (i.e., quarterly, semiannually or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The bid bond (five percent (5%) of the bid amount) will become property of the Puerto Rico Ports Authority in the event that the contract and bonds are not executed within the time set forth.

Respectfully submitted:

Name of Proponent (JV)

By: _____
Signature of Authorized Officer

Address

Name of Authorized Officer

Tel. No.: _____

Email: _____

Supplementary Technical Information List

Note: The documents herewith listed are for reference only and shall be verified by the Proponents for their use. The PRPA does not assume responsibility for the documents included on this list and does not release the Proponent from carrying out the studies, drawings, designs, etc., required for the project, according to the requirements of the RFP.

Name of File or Directory	Type
100 Utilities	Directory
110 Elect, Fuel, Sanitary, Storm Drainage, Water Systems	Directory
110.01 BQN Utilities-Set_rev 1973.pdf	Pdf
110.02 PRASA Update on Water & Sanitary lines_rev 2021.pdf	Pdf
120 Runway and Taxiway Lighting System	Directory
120.01 BQN RW TW Lighting Rehab 1989.pdf	Pdf
120.02 BQN RW TW Lighting Rehab 1992.pdf	Pdf
120.03 BQN RW TW Lighting Rehab 1992_ASBUILT.pdf	Pdf
120.04 ATCT and Vault - Electrical As Built, Airport Traffic Control Tower and Vault	Pdf
120.05 BQN Vault - Interior Equipment Layout	Pdf
120.06 BQN RW TW Sings As Built	Pdf
200 Airport Layout Plan	Directory
210 Planning Data & Documents	Directory
210.01 2016 to 2019 BQN TRAFFIC COUNT.pdf	Pdf
210.02 AIRPORT FACILITIES BUILDINGS STRUCTURES DESCRIPTIONS.pdf	Pdf
210.03 FAA Conditional Approval BQN - 747-800 - MOS_2013.pdf	Pdf
210.04 BQN RW Reconstruction 7460 2020.pdf	Pdf
210.05 BQN TFMSC-Report-64531.xls.xlsx	Excel
210.06 BQN TFMSC-Report-Jan 2020 - Oct 2021.xls.xlsx	Excel
220 ALP 1973	Directory
220.01 Department of the Air Force-Ramey Master Plan-Base Plan.pdf	Pdf
220.02 Real Estate Master Map_rev 1973.PDF	Pdf
230 ALP 1992	Directory
230.01 Aguadilla Airport Layout Plan Phase I-1992.PDF	Pdf
240 ALP 2005	Directory
240.01 BQN - Master Plan Update_2005.pdf	Pdf
250 ALP 2006	Directory
250.01 BQN ALP SET_2006.pdf	Pdf
250.02 BQN ALP-Approved_2006.pdf	Pdf
260 ALP 2022	Directory
260.01 BQN ALP signed 1-19-22.pdf	Pdf
270 Right of Way	Directory
270.01 ROW Pipelines BTW Airport and Crash Boat	Pdf
280 Aerial Photos	Directory
280.1 BQN AERIAL 2010.pdf	Pdf
300 Studies	Directory
310 Geotechnical	Directory
310.01 Geo Engineering_Kimley-Horn Report_2015.pdf	Pdf
310.02 Despiiau Geotechnical Engineers_AECOM Report_2018.pdf	Pdf
310.03 Geo Engineering_RELOCATION OF TW A and AWOS_1998.pdf	Pdf
310.04 Sinkhole Report Geo-Engineering_2021.pdf	Pdf

Name of File or Directory	Type
320 Surveying	Directory
320.01 Topographic and As-Built Plan_2004.pdf	Pdf
320.02 771-01.dwg	Acad
320.03 771-02.dwg	Acad
320.04 771-03.dwg	Acad
320.05 771-04.dwg	Acad
320.06 771-05.dwg	Acad
320.07 771-06.dwg	Acad
320.08 771-07.dwg	Acad
320.09 771-08.dwg	Acad
320.10 771-09.dwg	Acad
320.11 771-10.dwg	Acad
320.12 771-11.dwg	Acad
320.13 771-12.dwg	Acad
320.14 771-ALL.dwg	Acad
320.15 771-PROFILE.dwg	Acad
320.16 771-SECC.dwg	Acad
320.17 Borings-Cores.dwg	Acad
320.18 Topographic Survey.pdf	Pdf
330 Soil Qualification Maps	Directory
330.01 Soil qualification maps.pdf	Pdf
400 Airport Pavement	Directory
410 BQN Pavement Plan 1973	Directory
410.01 BQN-Airfield Pavement Plan.pdf	Pdf
420 BQN Runway Pavement Project Overlays	Directory
420.01 QA TEST REPORT_PSI-Intertek_2018.pdf	Pdf
420.02 Proposed milling and overlay work_2022.pdf	Pdf
430 TWA and TWD Report	Directory
430.01 PIM Asphalt Pavement Evaluation Report 2014.pdf	Pdf
430.02 W Ramirez, Geologist Report 2013.pdf	Pdf
440 Other Reports	Directory
440.01 BQN Airfield Pavement Evaluation_2016.pdf	Pdf
440.02 PMMP BQN Report_2016.pdf	Pdf
440.03 TJBQ Airfield Pavement Summary_2013.pdf	Pdf
440.04 TJBQ AMC FORM 174_2013.pdf	Pdf
450 Other Drawings	Directory
450.01 Taxiway A East Section BQN - Full Set.pdf	Pdf
500 Obstructions Pole Relocation	Directory
500.01 2022 03 11 Pole Relocation_Letter to LUMA.pdf	Pdf
500.02 OGP 2021-400969-SRI-056866-6191372.pdf	Pdf
500.03 Carta LUMA-Evaluacion 2021-400969-SRI-056866-6190987.pdf	Pdf
600 Environmental	Directory
600.01 USACE Soil Report 2004.pdf	Pdf
600.02 Final- Underground Storage Tank Clousure Building 1029 Oct 2006.pdf	Pdf
600.05 USACOE Environmental Documents	Directory
600.05.1 6236.pdf	Pdf

Name of File or Directory	Type
600.05.2 6237.pdf	Pdf
600.05.3 6289.pdf	Pdf
600.05.4 6290.pdf	Pdf
600.05.5 6291.pdf	Pdf
600.05.6 6292.pdf	Pdf
600.05.7 6293.pdf	Pdf
600.05.8 6294.pdf	Pdf
600.05.9 6295.pdf	Pdf
600.05.11 6296.pdf	Pdf
600.05.12 6297.pdf	Pdf
600.05.13 6298.pdf	Pdf
600.05.14 6299.pdf	Pdf
600.05.15 6300.pdf	Pdf
600.05.16 6301.pdf	Pdf
600.05.17 6302.pdf	Pdf
600.05.18 6303.pdf	Pdf
600.05.19 6304.pdf	Pdf
600.05.21 6307.pdf	Pdf
600.05.22 6308.pdf	Pdf
600.05.23 8299.pdf	Pdf
600.06 Environmental Assessment	Directory
600.06.01 Final EA Vol. 1.pdf	Pdf
600.06.02 Final EA Vol. 2.pdf	Pdf
600.06.03 FONSI-ROD.pdf	Pdf
600.06.04 CovLetFONSI.pdf	Pdf
600.06.05 Biological Assessment Report.pdf	Pdf
600.06.06 Construction Traffic Study Report.pdf	Pdf
600.06.07 MEMORANDUM AGREEMENT FAA PRPA SHPO.pdf	Pdf
600.06.08 Wetland Assessement Report.pdf	Pdf
600.06.09 2018-05-08_Borinquen_Airport_Master_REV-2.dwg	Acad
600.06.10 FIG 3.2-5_.dwg	Acad
600.06.11 FIG 3.2-5.dwg	Acad
700 BQN RW Reconstruction Alternatives	Directory
700.01 Final BQN RW 8-26 Alternatives Report 2015.pdf	Pdf
700.02 Final Report Appendix 08-21-2015.pdf	Pdf
700.03 BQN RW Reconstruction Proposed Alternative-SitePlan 2020.pdf	Pdf
700.04 BQN RW Reconstruction Proposed Alternative_OE-AAA_2020.dwg	Acad
800 Design Criteria Package CADD Drawings	Directory
Addendum 7	Directory
1_BQN REIL AsBuild.pdf	Pdf
2_BQN ID Badge Application	Pdf
3_FAA ALP Approval Letter_change 1-19-22.pdf	Pdf
4_JVD/B Staging Area.pdf	Pdf
5_Proposed formula and computation	Pdf
6_2021-400969-REA-009624-6360756.pdf	Pdf
7_2021-400969-SRI-056866-6191372.pdf	Pdf

Name of File or Directory	Type
Addendum 8	Directory
1_Attachment B_Sample Contract.pdf	Pdf
2_Attachment N_RFP Cost Proposal Form.pdf	Pdf
3_RFP_Page 16 selection criteria.pdf	Pdf
Addendum 9	Directory
1_BQN_DCP_Document_ADD9.pdf	Pdf
2_BQN_DCP_Reference Drawings_ADD9.pdf	Pdf
3_Attachment N Cost Proposal Form_ADD9.pdf	Pdf
4_RFP_Page 13 of the proposed project schedule.pdf	Pdf
5_Airfield Pavement Sketch-c.pdf	Pdf
6_BQN ALP Part 77 Surfaces.pdf	Pdf
7_BQN RW RPEA.pdf	Pdf
8_Share File List.pdf	Pdf
Addendum 10	Directory
131692_Cover.dwg	Acad
131692_CS100.dwg	Acad
131692_Phase 1.dwg	Acad
131692_Phase 2.dwg	Acad
131692_Phase 3.dwg	Acad
131692_Phase 4.dwg	Acad
Share File List.pdf	Pdf
Addendum 17	Directory
1_Attachment N Cost Proposal Form_ADD17.pdf	Pdf
2_Attachment O Technical Proposal Form_ADD17.pdf	Pdf
3_DRAINAGE 100-yr_ADD17.pdf	Pdf
4_DRAINAGE H-H Analysis - Results Summary - PRPA MRO Apron_ADD17.pdf	Pdf
5_DRAINAGE LAYOUT_ADD17.pdf	Pdf
6_DRAINAGE PLAN AGUADILLA_ADD17.pdf	Pdf
7_DRAINAGE-REVISION_ADD17.dwg	Acad
8_Adjustments for Price Fluctuations_ADD17.pdf	Pdf
9_2023-5 BQN - Pavement Design Info_ADD17.pdf	Pdf
10_Share File List_ADD17.pdf	Pdf
Addendum 20	Directory
1_Exhibit K – Required Submittal Checklist_ADD20.pdf	Pdf
2_Exhibit N Cost Proposal Form_ADD20.pdf	Pdf
3_Share File List_ADD20.pdf	Pdf
Addendum 24	Directory
1_Attachment O Technical Proposal Form_ADD24.pdf	Pdf
2_Share File List_ADD24.pdf	Pdf
Addendum 26	Directory
1_Exhibits FHIJLM revised_ADD26.pdf	Pdf
2_Share File List_ADD26.pdf	Pdf

Name of File or Directory	Type
Addendum 28	Directory
1_Design/build Opinion B-66-23_ADD28.pdf	Pdf
2_Share File List_ADD28.pdf	Pdf
Addendum 29	Directory
1_Share File List_ADD29.pdf	Pdf
Addendum 32	Directory
1_Exhibit N Cost Proposal Form_ADD32.pdf	Pdf
2_Share File List_ADD32.pdf	Pdf