



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. 33

TO ALL OFFERORS:

This Addendum forms part of the reference Request for Proposals.

A. REQUEST FOR PROPOSALS (RFP)

The Response Date to submit your Proposal has been changed to no later than 3:00 PM (AST) on May 31, 2024.

B. REQUEST FOR CLARIFICATIONS (RFCs)

The deadline for submitting questions of request for clarification (RFC) has been changed to no later than 3:00 PM (AST) on April 15, 2024.

C. ANSWERS TO QUESTIONS

No.	Proponent	Questions	Answers
1	FERROVIAL	<p>1. Reference is made to Q&A#2 of Addendum 32 to RFP on the matter of lead and asbestos contamination. While the matter to the lead-based paint on pavement marking has been addressed, we understand that the matter relating to the lead-based paint and asbestos- containing material within the structures to be demolished requires further clarity.</p> <p>In particular, we note that the information provided within the report LIMITED LEAD-BASED PAINT AND ASBESTOS-CONTAINING MATERIAL SURVEY FOR VACANT STRUCTURES TO BE DEMOLISHED (which is attached as Appendix F.2 to the Environmental Assessment of Runway 8-26, issued within Addendum 1 to the RFP) does not seem conclusive with regard to the actual extent of the lead and asbestos contamination that needs to be managed as part of the building demolition scope. The information within the report does not suffice to understand:</p> <ul style="list-style-type: none">• Neither the actual quantities of lead-based paint and asbestos-containing material needing abatement within the buildings to be demolished.• Nor whether those contaminated materials are a hazard or not (e.g.: the last paragraph of the serial 1.1.2 Lead-Based Paint of the report sets out the conditions under which lead-based paint	<p>The bid documents are revised to reflect the following changes with regards to asbestos and lead-based paint abatement for the buildings identified in the Environmental Assessment containing these materials:</p> <ol style="list-style-type: none">1. An item for Asbestos Abatement related to the buildings to be demolished as part of the project will be added to Exhibit N.2. An item for Lead-Based Paint Removal and Disposal related to the buildings to be demolished as part of the project will be added to Exhibit N.3. The Contractor shall determine the quantity of these materials to be abated and removed and prepare an abatement and removal plan meeting the requirements of Puerto Rico for

No.	Proponent	Questions	Answers
		<p>is considered a hazard under the USEPA, but the report does not provide details on whether said conditions are met or not at the different buildings).</p> <p>Based on the above, we understand that the information that has been made available to the Proponents is not comprehensive and lacks detail. Therefore, 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 quantities for the scope relating to lead and asbestos abatement at the structures to be demolished; and 2. An updated Exhibit N be issued including the above-requested revision and any others as needed. 	<p>confirmation by the Owner’s Authorized Representative prior beginning this work.</p> <ol style="list-style-type: none"> 4. The price will include all costs associated with identification, abatement and disposal of these materials in accordance with Puerto Rico laws and requirements. <p>A revised Exhibit N is included with this Addendum.</p>
2	FERROVIAL	<p>2. Article 9.5 of the current Sample Contract relates to “Liquidated Damages For Delay In Final Completion”. This article further refers to Article 9.5 of the UGCPW, which makes reference to the daily charge set out in the Proposal Form.</p> <p>The Exhibit N – RFP Cost Proposal Form sets out the amount that the Proponent agrees to pay as liquidated damages for each calendar day of delay that the project construction remains uncompleted.</p> <p>In this respect, considering that:</p> <ul style="list-style-type: none"> • The Time for Completion, as defined in article 9.2 of the Sample Contract, “shall end on the date of substantial completion” (our emphasis); and • The UGCPW also set out that: <ul style="list-style-type: none"> ○ Per its Article 9.5.1, the Liquidated Damages apply in case “the Contractor or, the Surety in case of Termination for Cause, fail to complete all the Work within the time specified in the Contract or as extended by the written authorization of the Owner”; and ○ Per its Article 9.1.4.1, “Time under the Contract will, stop running on the date of Substantial Completion” (our emphasis); <p>We request that the reference to Final Completion within Article 9.5. of the current Sample Contract be revised to a reference to Substantial Completion, in line with the criteria set out in the UGCPW and the definition of the Time for Completion.</p>	<p>The FAA General Contract Provisions, Section 50 Control of Work, defines partial acceptance and final acceptance of work as follows:</p> <p>50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.</p> <p>50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection. If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.</p> <p>FAR 52-211-70 Substantial Completion defines substantial completion and associated liquidated damages as follows:</p> <p>(1) For the purposes of FAR 52.211–10, Commencement, Prosecution and Completion</p>

No.	Proponent	Questions	Answers
			<p>of Work, and FAR 52.211–12, Liquidated Damages-Construction, the work shall be deemed complete when it is “substantially complete.”</p> <p>(2) There may be different completion dates required for different phases or portions of the work, as established in the contract. However, the work shall be deemed “substantially complete” if and only if the Contractor has completed the work and related contract obligations in accordance with the contract documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work.</p> <p>Based on these documents and definitions the contract language in Article 9.5 will be revised to indicate Substantial Completion in lieu of Final Completion. However, Substantial Completion will require partial or final acceptance as defined by FAA General Contract Provisions.</p>
3	FERROVIAL	<p>3. Response to RFI No. 15 included as part of addendum no. 32 indicated the following:</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> <p>Taking this into consideration please indicate:</p> <p>a. When will the updated draft agreement be received?</p> <p>b. Will PRPA allow time for review and RFI’s after the updated draft agreement is received?</p>	<p>An updated draft agreement will be provided on or before March 29, 2024. Time will be allowed for RFI’s related to the revised document.</p>
4	FERROVIAL	<p>4. Taking into consideration that last addendums have made reference to information that is pending to be received from PRPA, please confirm if the actual bid date is still valid, if not, please let us know the new bid date.</p>	<p>The bid response date has been revised as part of this addendum.</p>
5	FERROVIAL	<p>5. Addendum no. 32 mentioned a stipend that will be available for contractors that submit a proposal, it also mentioned a specific provisions and procedures regarding payment of the stipend that will be given to the unsuccessful Respondents after project award, please provide specific provisions and procedures mentioned.</p>	<p>The unsuccessful Respondents will be required to sign an acceptance release for the stipend. The release shall indicate acceptance of the stipend and release of any materials and concepts presented in the Respondent’s proposal. The Respondent will also be required to turn over any surveys or studies completed as part of the Respondent’s proposal process including items such as geotechnical investigations and topo surveys, etc.</p>
6	FERROVIAL	<p>6. Considering the nature of the works, particularly, the need to perform the most relevant construction works in a sequential manner, and the fact that partial Substantial Completions are required so that, only once some portions of work enter into operation other portions of work can commence, we request that article 18.4 of the Sample Contract is revised</p>	<p>50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR</p>

No.	Proponent	Questions	Answers
		<p>so that the JVD/B duty to correct defective work discovered after completion of a bid applies for a period of 24 months following partial Substantial Completion of said bid.</p> <p>Taking this into consideration:</p> <ul style="list-style-type: none"> a. We request the period is reduced from 24 to 12 months. b. The start of the period mentioned in the point above once the base bid is begins operating. 	<p>to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.</p> <p>50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.</p> <p>If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.</p>
7	ACCIONA	<p>1. Law 173.</p> <p>We acknowledge receipt of your response to our good faith suggestion to allow Proponents to provide input as to the impact the Secretary of Justice Opinion may have, if any, on the legal structure contemplated in the draft agreement and the RFP requirements. Our only intention has been (for the benefit of the process, all proponents and the PRPA) to express our availability to have an informed dialogue on this novel subject matter that has caused so much uncertainty, not only to PRPA but to other government entities and the private sector.</p> <p>We also take note of your response indicating that (i) “all issues, including responsibilities between the joint/venturers are part of the agreement”, (ii) in either a newly formed corporate J/V or non- incorporated J/V “each member of the J/V should submit the required certifications” and (iii) “PRPA’s recommendations is non- incorporated” J-V.</p> <p>Based on the above, we conclude that you recommend the use of a non-incorporated J-V and it also follows that (i) all responsibilities to be allocated between the participants in the J-V will be established in the D-B Agreement, and (ii) those participants of the non-incorporated J-V will each have to present individual certifications of each company, including with respect to SAM, as they will be part of the non-incorporated J-V, and (iii) for purposes of signing the D-B Agreement, one of the parties of the</p>	<p>The PRPA’s position is: The Non-Incorporated J/V is the most adequate contact vehicle to comply with Law 173.</p> <p>The recommended Non-Incorporated JV agreement should outline all responsibilities between the JV partners and each member of the J/V should submit the required certifications and register on SAM as applicable. This is a competitive process, and everything included in the proposal will be considered for award.</p>

No.	Proponent	Questions	Answers
		non- incorporated J-V may represent all participants in the non-incorporated J-V and sign the D-B Agreement without all parties of the non-incorporated J-V having to appear and sign. Please confirm.	
8	ACCIONA	<p>2. Price Adjustments</p> <p>In line with our prior proposal and to address the important issue of Price adjustments in the context of a project with a significant term for construction, we request PRPA to consider this alternative for sharing price fluctuation risks: that the PRPA assumes incremental costs in prices up to 15% of the Total Contract Price and the J-V assumes that risk above the referenced 15%.</p>	PRPA recognizes the needs of more certainty for the project, incrementing price fluctuation percentage to share risk with the JV – DB. Unfortunately, the price adjustment costs are not eligible for federal funds. PRPA’s airport’s revenues cannot be compromised in such magnitude. PRPA have difficulties engaging in
9	ACCIONA	<p>3. Fines</p> <p>Thanks for the clarification that 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”. Given that delays in the work in the flightline at night will entail responding to PRPA for “revenues the AUTHORITY don’t receive as result of said delay,” could you confirm that those revenues are quantifiable, specifically in accordance with Regulation 8066 that establishes tariffs and charges in BQN (A-1)?</p> <p>We would like to have certainty of our exposure in this regard.</p>	<p>All revenues that the Authority collects at the airport is authorized and regulated by: (1) tariff regulations; (2) Collections authorized by Federal Governments (PFC’s); (3) lease agreements, among others.</p> <p>In other words, all Authority’s revenues can be quantifiable by legal bases and PRPA can provide evidence.</p>
10	ACCIONA	<p>4. Indirect Damages</p> <p>You have indicated that this clause is open to negotiation, provided that the response for lost revenues by the PRPA contemplated in Section 9.5.1 for delays are excluded. In that case, would a clause providing the following be acceptable?</p> <p><i><u>“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, except with respect to revenues lost by PRPA caused by delays in the Work to be performed in areas of the Rafael Hernandez Airport (BQN) which are an active and in use in the flight line, as contemplated in Section 9.5.1.”</u></i></p> <p>Please confirm that the above proposed language (in underline), or language of similar construct can be included in the agreement.</p>	<p>The following clause will be added:</p> <p>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, except with respect to revenues lost by PRPA caused by delays in the Work to be performed withing property boundary areas of the Rafael Hernandez International Airport (BQN), as contemplated in Section 9.5.1.</p>
11	ACCIONA	<p>5. Indemnities</p> <p>We appreciate the response clarifying the intent of Section 21.1. We do not intend to exclude willful acts or omissions of the J-V. Even fraudulent acts and omissions should be referenced. We agree to expressly include those kinds of actions and omissions. What we request to be clarified is that any claim of one party will be reduced to the same extent that the damages were caused by such party’s own negligence, fraud or willful acts or omissions. Such “leveling” of the respective responsibilities is what we requested to be clear and acknowledged in this section. With that clarification, we present to the PRPA the following reasonable revised language:</p> <p>“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 negligent, willful or fraudulent acts or omissions, or any of them, both, of the JVD/B and its</p>	<p>We agree to change the language of Article 21.1 of the Sample Contract to incorporate the words ‘negligent, willful or fraudulent’ to the first sentence of Article 21.1 along with the deletion of the and its substitution for the phrase ‘ any of them’.</p> <p>The Authority shall respond for regardless whether such liability, claims, losses, damages, costs, and expenses are caused in whole or in part by the Authority’s willful or fraudulent acts."</p>

No.	Proponent	Questions	Answers
		<p>partners, employees, agents, Subcontractors, Suppliers, and any other person or entity for whose acts and omissions the JVD/B may be held liable, provided however that, the Authority shall respond for regardless whether such liability, claims, losses, damages, costs, and expenses are caused in whole or in part by the Authority's own negligent, willful or fraudulent acts or omissions."</p> <p>Please confirm that the above or language of similar construct can be included in the agreement.</p>	
12	ACCIONA	<p>6. Dispute Resolution Process</p> <p>We take note of the new language that will substitute the deleted one:</p> <p>"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 or any cause arising out of the Contract".</p> <p>Please confirm that the intent is to avoid duplicative claims received by the PRPA from and/or through the J-V and then individually from any of the J-V members or partners or participants.</p>	<p>That's part of it, but it is also intended to avoid subsequent litigation to the completion of the project by having any and all members of the JVD/B Team waive any claim not brought before the PRPA during the prosecution of the Work. Provided however, that any action to collect monies due to the contractor by the PRPA in liquidation of the project is not waived.</p>
13	ACCIONA	<p>7. Dispute Resolution Process</p> <p>You mentioned in item 4. that you were not clear with respect to our request regarding arbitration. What we meant to request is to use arbitration after the informal steps have not been successful, regardless of the threshold amount for arbitration.</p>	<p>It is advisable to adhere to the provisions of Article 16.4 of the UGCPW because it will prove too costly for both parties to go into arbitration for a claim of less than \$500,000.00.</p>
14	ACCIONA	<p>8. Claims</p> <p>Thanks for clarifying and confirming that Addendum 8 response #56 prevails on the subject of change orders (cost and time) for additional work not contemplated in the RFP and design changes ordered by the Authority. Please confirm that the revised version of the Agreement will consistently reflect this intention and understanding.</p>	<p>This change will be reflected in the revised draft agreement.</p>
15	FERROVIAL	<p>1. Answer to RFI NO. 2 from addendum no. 32 and item no 5 in page 2 of the revised proposal indicates lead material removed is to be disposed outside Puerto Rico, usually this material is disposed locally, please confirm.</p>	<p>The Environmental Assessment indicates the following for disposal of lead-based and asbestos material.</p> <p>DISPOSAL OF LEAD-BASED PAINT AND ASBESTOS-CONTAINING MATERIAL</p> <p>Lead Based Paint Disposal Requirements</p> <p>The Puerto Rico Environmental Quality Board allows the disposal of lead-based paint abated from structures in authorized, Non-Hazardous waste industrial landfills. Likewise, lead-based paint containing debris can be disposed as non-hazardous waste, provided the waste has been tested for non-hazardous characteristics by a certified analytical laboratory.</p> <p>Asbestos Disposal Requirements</p>

No.	Proponent	Questions	Answers
			<p>Asbestos waste or debris must be promptly disposed of at an approved disposal site. Disposal of asbestos must follow EPA's National Emissions Standards for Hazardous Air Pollutants (NESHAP) 40 CFR part 61, subpart M. The EPA's Asbestos Waste Management Guidance offers useful information disposal. The rule requires:</p> <ul style="list-style-type: none"> • Methods to contain asbestos waste (wet, double-bagged). • Procedures for hauling waste. Asbestos must not leak from the containers used to haul it. • Disposal of asbestos containing material in an authorized landfill. Landfilling is the environmentally preferred method of asbestos disposal because asbestos fibers are immobilized by soil. Asbestos cannot be safely incinerated or chemically treated for disposal. • Formal record keeping of asbestos waste disposal. <p>Puerto Rico's Industrial Landfill Facilities are permitted by the Puerto Rico Environmental Quality Board to receive and dispose Asbestos-Containing Materials, as long as these are not mixed with, or contain hazardous constituents as defined by RCRA.</p> <p>Therefore, the material can be disposed of in accordance with these guidelines in Puerto Rico. A revised Exhibit N is provided.</p>

END OF ADDENDUM NO. 33

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

March 15, 2024
San Juan, Puerto Rico

EXHIBIT N – RFP COST PROPOSAL FORM
 RUNWAY 8-26 RECONSTRUCTION AT
 RAFAEL HERNANDEZ INTERNATIOAL 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		
	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.					
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		
	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.					
6	N/A	<u>Lead-Based Paint Markings Removal & Disposal</u> <i>Write price in words</i> <hr/>	SF	18,000		
	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 in 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 identification, removal and disposal of pavement markings containing lead-based paint. 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.					
7	N/A	<u>Asbestos Abatement and Removal for Demolished Buildings</u> <i>Write price in words</i> <hr/>	SF	20,000		
	Consists of identification, abatement, removal and disposal of asbestos encountered as part of the building demolition required during the Project. The material shall be removed and disposed of at an approved location in 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 identification, abatement, removal and disposal of Asbestos. The specification shall include appropriate methods for identifying asbestos encountered and for					

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

	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 Asbestos Abatement and Removal for Demolished Building shall not change regardless of the quantity of material encountered during construction of the Project.					
	N/A	<u>Lead-Based Paint Removal for Demolished Buildings</u> <i>Write price in words</i> _____	SF	20,000		
8	Consists of identification, abatement, removal and disposal of asbestos encountered as part of the building demolition required during the Project. The material shall be removed and disposed of at an approved location in 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 identification, abatement, removal and disposal of Asbestos. The specification shall include appropriate methods for identifying asbestos 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 Asbestos Abatement and Removal for Demolished Building shall not change regardless of the quantity of material encountered during construction of the Project.					
9	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.						
TOTAL BASE BID PRICE\$ _____						
<i>Write Price in words:</i> _____						
(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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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					

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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.)

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 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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 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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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.)

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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				

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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.)

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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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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.)

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 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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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.)

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**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.					

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A5-5	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.						
<p>TOTAL ALTERNATE BID 5 PRICE\$ _____</p> <p><i>Write Price in words:</i></p> <p>_____</p> <p>(The amount shall be shown both in words and figures; in case of discrepancy the amount shown in words shall govern.)</p>						

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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.					

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A6-5	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						
TOTAL ALTERNATE BID 6 PRICE \$ _____ <i>Write Price in words:</i> _____ (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.

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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

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subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity 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 SUBPROONENTS 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: _____