

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. 20

TO ALL OFFERORS:

This Addendum forms part of the reference Request for Proposals.

A. RFP Documents (Files added to the share folder)

- EXHIBIT K Required Submittal Checklist: A new EXHIBIT K Required Submittal Checklist file has been included, please discard entirely the previous. The name of the document is 1_Exhibit K – Required Submittal Checklist_ADD20.pdf.
- 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 2_Exhibit N Cost Proposal Form_ADD20.pdf.

B. ADDENDUM 17

On Section C. ANSWERS TO QUESTIONS, Items 25 and 26 are clarified with the response included on Item 23 of this Addendum.

C. ANSWERS TO QUESTIONS

No.	Questions	Answers
1	1. Confirm that the payments made for the purchase of critical equipment for the project such as concrete plant and paving equipment will be reimbursed upon presentation of proof of payment.	Confirmed. In accordance with Section 13.2.1 of the UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS.
2	2. We request that review times for design deliverables be reduced to no more than 10 days and limit the maximum time that may elapse between the first delivery and its final approval.	Review times will be minimized as to not impact the design process
3	3. Confirm that in the pre-construction phase and after their origin is approved, materials such as aggregates, drainage pipe, etc. will be paid as material on-site.	Yes. In accordance with Section 13.2.1 of the UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS.
4	4. We request the PRPA to confirm that payment for Design Services is not subject to retainage.	Confirmed.
5	5. We request that the PRPA confirms that the retainage can be replaced by a bond guaranteeing it.	The retainage shall be five percent (5%) of each partial payment made to the Contractor in accordance with section 13.2.2 of the UNIFORM GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS.

No.	Questions	Answers
6	6. For logistic purposes and in order to minimize the impact that trucking services might cause to the neighbors in the area, we request that the concrete batch plant be allowed to be installed within the staging area.	The Concrete Batch Plant can be installed within the staging area. The JV is responsible to submit a site plan that shows the proposed location and to submit the FAA Form 7460 for approval. The batch plant cannot be installed until FAA approval has been received.
7	7. Answer No. 13 of addendum 9 indicates construction vehicles on existing pavement access will be allowed only, when necessary, nonetheless the addendum includes a sketch indicating that traffic in these areas is not allowed, confirm that all existing roads can be used as construction roads as necessary.	All existing roads can be used for construction as necessary. Any damage to existing roads caused by construction vehicles and equipment will be repaired to the Owner's satisfaction.
8	8. Confirm that PRPA will be able to make partial approvals in the design process that will allow the contractor to begin construction during the preconstruction phase.	Confirmed
9	 Please confirm that the contractors do not have to comply with Law No. 109 of July 12, 1985, related to cement manufactured in Puerto Rico. In providing your response, please consider that there seems to be only one supplier in Puerto Rico which product complies with this requirement, the cement price can be unreasonably raised, significantly affecting the cost of the project which will be reflected in the proposal. 	This law cannot be changed for this project and must be met.
10	10. Off-site drainage contribution to the project site still requires further definition. Please refer to questions 2, 3 and 4 addressed in Addendum #9. Proposers would benefit from any additional information or studies that qualify and quantify tributary areas and capacity of existing drainage features on the southwest side of the site. Assuming that the capacity of these off-airport systems is adequate should be verified and established to accurately reflect these in the design of the project improvements.	It should be assumed that the capacity of the existing off- airport systems is adequate to convey the required drainage. Assume the off-airport drainage contribution is based on the maximum capacity of the system feeding into the airport system.
11	11. Due to the wide range of possible solutions that can be proposed to resolve the "sinkhole"/"depression" located at the end of the runway and taking in consideration that highly likely will be a factor for not comparing the proposals equally, we request to the authority to better define the satisfactory technical solution that address this point or designate an allowance on the contract for this point. Another solution could be to	This area should be treated as a "depression" and filled in accordance with FAA Specification P-152 Excavation and Embankment
12	consider this scope as an option rather than in the base scope. 12. In order to follow Section 8.2 of the Design Criteria Package which indicates that the new storm water sewer system is to be designed and constructed to the FAA, local and EISA 438 standards, meeting all requirements of the NPDES permit and the 2016 Puerto Rico General Permit for storm discharges from small MS4s, would it be suitable to build retention tanks for the first flush rain in the storm drainage network for avoiding polluting discharges?	Retention tanks would be acceptable depending on final drainage design.
13	 13. Contract Time: According to what was discussed at our meeting April 19, 2023, there is a real disconnect in the Contract regarding time. In Section 16.1.1, we WAIVE all right to claim for MONEY and TIME, even for differing site conditions, environmental issues, contamination, and damage caused by the client's tenants. This doesn't fit with Section 9.4 which recognizes an extension of time in limited circumstances (total suspension by the Authority), damage to the Work due to Force Majeure, interruptions to the Work caused by the Authority and for delays beyond our control), but is consistent with Section 9.6.2 which permits the client to deny such extension in its "sole discretion" (Section 17.11 is not just limited to damages caused by us, but includes "because of changes to the design services or work."). We request: Adjustment of clause 16.1.1 to exempt any waiver for money or time when permitted relief elsewhere in the contract (otherwise, e.g., the relief in 9.6.2 and 17.8 is meaningless). 	

No.	Questions	Answers
10.	 Questions Suggested Language: 16.1.1 JVD/B waiver of Orders to Change: The contract calls for a design and build project. Therefore, it is understood that JVD/B and its Design Partner and Builder Partner presented a complete design build proposal and no need for changes will be necessary for the completion and performance of the contract, except for other provisions of this Contract, where changes for extensions of time and/or compensation are allowed. Any need for a change order related to problems of the design or performance of work as presented in the proposal are the exclusive responsibility of JVD/B, except for other provisions of this Contract, where changes for extensions of time and/or compensation are allowed. The Authority has no financial, or other responsibility, apart from their approval, except for other provisions of this Contract, where changes for extensions of time and/or compensation are allowed. Joint Venture Design/ Builder, Design partner or Building Partner expressly waive any claim for work, overhead, contract time or any other reason for change orders by the JVD/B, except for other provisions of this Contract, where changes for extensions of time and/or compensation are allowed, including but not limited to different site conditions, environmental, contamination, any situation caused by the Authority tenants or third parties. Adjustment of Section 9.6.2 and 17.11 to take away the client's "sole discretion" in situations where relief is permitted in the contract. Adjust 17.11 to remove the language "because of changes to the design services or the work" and limit Section 17.11 to circumstances where it is our fault (e.g., there could be changes to the design services or work because of differing site conditions). Suggested Language: 9.6.2 In the event that the JVD/B is otherwise entitled to an extension of the Contract Time pursuant to paragraph 17.11 and has made a claim thereon and has made a claim thereof in accordance with paragraph 17.14, the Aut	Accepted as proposed. Accepted as proposed.
	Contract Time under this subparagraph 9.6.2, either in whole or in part, the JVD/B shall proceed to prosecute the Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date. 17.11 Claims For Increase In Contract Time/No Damages For Delay: If the JVD/B is delayed in the progress of any task which at the time of the delay is then critical or which during the delay becomes critical, solely as a result of any negligent act <u>of the JVD/B</u> or someone acting on their behalf, or because of changes to the design services or the work (not the result of an act or omission of the JVD/B) then, as the sole compensation for the JVD/B for such delay, the date for substantial completion or, as the case may be, definitive completion shall be set, subject to the provisions of paragraph 9. 6, shall be appropriately	With the inclusion of the yellowed language, accepted. Disregard the strick-out.
	adjusted by the Authority upon written notice and claim by the design/builder to the Authority for such reasonable time as the Authority may determine. A task is critical within the meaning of this paragraph 17.11 if, and only if, that task is in the critical path of the Project schedule such that a delay in the completion of that task will delay the final completion of the Project. As a condition precedent to any right to an extension, the JVD/B shall strictly comply with the requirements of paragraph 17.3 above and the JVD/B shall give such	

No.	Questions	Answers
	notice before proceeding to execute any additional or modified work. If the JVD/B does not give such notice, any claim to an extension shall be deemed waived. In the event that the delay of the JVD/B is continuous, only one notice and one claim for additional time shall be required, provided that the continuous nature of the delay is indicated in the notice and claim.	
14	 14. Design/Construction Subjective Standards According to what was discussed at our meeting April 19, 2023, section 8.2 is extremely problematic which requires "fit for purpose" and "best engineering practices". Engineering Firms will have trouble submitting a proposal for this bid with this type of language. These subjective standards are not only virtually impossible to comply with, but also lead to these obligations becoming uninsurable in the construction insurance market. The following adjustment to Section 8.2 should be made: "8.2 General Standards: The Design for Construction shall describe in accordance to the comply with best engineering practices that would be exercised by a prudent and experienced engineer engaged in the same kinds of undertakings and under similar circumstances as those applying to the Design for Construction and with specificity all 	First amendment accepted
	elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally and legally usable for their intended purpose. Subject to the provisions of paragraph 13.8 of this Agreement, the Authority shall review and approve, where appropriate, the Design for Construction, or any portion thereof."	Not accepted. Strick-out language must remain
	 Similar changes need to be made to Sections 1.13 and 12.2 (to remove references for intended use). Suggested Language: "1.13 "Substantial Completion" means the stage in the progress of the Work, approved by the Authority in writing, when the Project (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents, FAA regulations and any applicable laws for the safe use of the runway. All of the foregoing is for the purpose of 	Not accepted
	enabling the Authority to enjoy the beneficial use or occupation of the entire Project (or a specified part thereof) , as intended . The fact that the Airport must remain in operation at some particular time of the day cannot be construe as substantial completion. The components of the project necessary to certify substantially completed are, but not limited to: pavement, marking, lighting, signage, sodding, and drainage. Only a formal acknowledgment by the Owner or its representative will constitute Substantial Completion	"as intended" must remain
	constitute Substantial Completion. 12.2 Determination of Substantial Completion: When JVD/B considers the entire Work ready for its intended use is substantially completed, the JVD/B shall notify the Authority and/ or Authority's Representative in writing that the entire Work is Substantially Complete and request that Authority's Representative issue a Certificate of Substantial Completion. The Authority may, at its sole option, request that part of the Work be declared Substantially Complete. Within five (5) working days after such request, Authority, JVD/B and Authority's Representative shall make an inspection of Work to determine the state of completion. If within this time period, the Authority's Representative fails to make objections or respond, the JVD/B shall request the	Amendment accepted.

No.	Questions	Answers
	 approval of the Chief of Construction or equivalent division head of Authority which shall have fifteen (15) working days to issue its approval or disapproval of the Certificate of Substantial Completion." We agree that the language in Section 10.2 is also problematic. We should propose removing references to "strict" before compliance. Suggested Languages: "10.2 Strict Compliance With the Contract Documents: All Work performed by the JVD/B shall be in Strict compliance with the Contract Documents. The JVD/B acknowledges that Strict compliance is a more exacting standard than substantial compliance, and the JVD/B also acknowledges that the Contract Price takes into consideration the more exacting standard. Any Work not in strict compliance with the Contract Documents is defective. The JVD/B acknowledges that FAA Regulations, directives, manuals and/or instructions are to be considered part of the contract documents and must be strictly complied with. Failure to do so will constitute sufficient ground to declare, at the Authority's sole discretion, default and it may terminate this Agreement." 	"Strick compliance" is deemed to be a reasonable and necessary standard because of the nature of the project so it must remain. Request denied.
15	 discretion, default and it may terminate this Agreement." 15. Hazardous Substances According to what was discussed at our meeting April 19, 2023, this is a no- go issue. We cannot accept responsibility for unknown Hazardous Substances in a site that used to be a military base according to Section 10.17. As far as we know, radioactive weapons were made or stored on the site. This is an impossible risk to assume. We must have relief for unknown Hazardous Substances because we cannot price the risk or accept it for the unknown. Suggested Language for Section 10.17: 10.17 Environmental Protection: JVD/B shall comply with all Federal, 	Amendment accepted.
	Government and local environmental laws and regulations. JVD/B shall be responsible for Hazardous Environmental Conditions created due to any materials brought to or disturbed on the Site by JVD/B Subcontractors, Suppliers, or anyone else for whom JVD/B is responsible. The site had been an active Air Force Base and Airport for over eighty (80) years, The JVD/B acknowledges that it took the appropriate mitigation plans for hazardous Substances identified by the Authority in the Contract Documents and included such mitigation plans as part of its proposal of Hazardous Substances plans as part of his proposal and holds harmless the Authority and its representative, employees and contractors from any responsibility due to contamination of any kind in the work site. Specifically, the JVD/B acknowledges that no change order for the mitigation of Hazardous Substances identified by the Authority in the Contract Documents will be originated, nor accepted, unless caused by an event unrelated to the work being performed by the JVD/B, its employees, contractors, subcontractors or its suppliers and that occurs during construction	
	 time, such as a spill or accident, for hazardous substances mitigation unless it is caused by an event that occurs during the construction time, such as spill or accident nor related to the work being performed by JVD/B, it's employees, contractors, subcontractors, suppliers or any third party. The authority will provide a change order for a time extension and/or compensation for unknown-existing Hazardous Substances or third-party releases of Hazardous substances. In the same regards, we cannot price removal and disposal for unknown Hazardous Substances. In "Exhibit N- RFP COST PROPOSAL FORM", pay item #5 provides for "Contaminated Soils Removal & Disposal" in general. Please specify to which contamination this pay item refers to, for the Contractor to be able to price this and confirm 	Material shall be assumed to be Class I Hazardous Waste for Exhibit N. An extension in time will be evaluated if any hazardous materials are identified based on the quantity and expected time for remediation.

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No.	Questions	Answers
	that the removal and disposal of unknown Hazardous Substances will be subject to an extension in contract time and additional compensation.	
16	16. Changes in Law According to what was discussed at our meeting April 19, 2023, we cannot accept liability for unforeseen changes in legislation. In addition, last sentence of 17.10 would have invalidated every other remedy provided. We suggest the following language for Section 17.10, to address this issue: "17.10 Limit Of Authority's Liability For Increased Costs: In connection with any claim by the JVD/B against the Authority for compensation in excess of the Contract Price, any liability of Authority (a) shall be strictly limited to direct cost actually and reasonably incurred by the JVD/B and; (b) shall in no event whatsoever include indirect, consequential, impact or other costs, expenses or damages of the JVD/B or its Subcontractors and Suppliers. The Authority shall not be liable to the JVD/B for claims of third parties, including Subcontractors and Suppliers, for acts, omissions, events, or conditions for which the Authority would not be liable to the JVD/B under the terms of this Agreement. Additionally, as a condition precedent to the Authority's liability to the JVD/B for any loss or damage resulting from claims of third parties, including Subcontractors and Suppliers, such third parties must have complied with all conditions contained in their agreements with the JVD/B and such claims must have been submitted to the Authority by the Design (Puilder in strict compliance with all the	"strict" must romain
	the Authority by the Design/Builder in strict compliance with all the requirements of this Article 17. Additionally, the Authority shall not be liable to the JVD/B for claims of third parties, including Subcontractors and Suppliers, unless and until the liability of the JVD/B therefor has been established in a court of competent jurisdiction. Except as ptherwise set out in the Agreement, any Costs related to supply chain delays, Law	"strict" must remain. Accepted
	mandated foreseeable changes of law, or any costs increase not caused by direct action of Authority are herewith waived."	
17	 17. Order of Precedence. We suggest removing Article 2.2 of the Sample Contract. This Article includes the definition of Complete Agreement. This definition does not contribute anything significant to the Agreement and, on the contrary, creates confusion regarding the Order of Precedence in the Contract Document. Article 2.2 says: "2.2 Complete Agreement: The Contract Documents, together with the JVD/B and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreement between the Authority and the JVD/B with reference to the Project, and said Contract Documents supersede any and all prior bid documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties." By this definition we could interpreter that every document is under the definition of "Agreement". This could give all documents the same place in the order of precedence, since they are all "Agreement" which would make it difficult to solve conflicts between provisions in case of discrepancy. If every document falls under the definition of Agreement, Art. 2.10 would not make sense. 	The PRPA disagrees with your interpretation of Section 2.2 of the Sample Contract. What it states is that the executed Agreement supersedes any "prior bid documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties". That doesn't affect the Order of Precedence as per Article 2.2 of the UGCPW. Therefore, Section 2.2 of the Sample Contract need not be changed.
18	 Please clarify the width of the pavement reconstruction of the existing Runway 8/26 under Alternate Bid 1. Shall the reconstruction be: a. the full 300-foot width, including shoulders and edge lighting, of the existing runway, b.200 feet wide to accommodate only the full-strength pavement, c. 75 wide feet to accommodate the new Taxiway I as defined in Alternate Bid 6, or 	Option A: Full 300-foot width, including shoulders. Edge lighting only to be replaced if damaged during construction. Alternative Bid 1 and 6 are mutually exclusive. If the full depth reconstruction is selected (Bid 1), the mill & overlay in this area will be excluded (Bid 6).

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No.	Questions	Answers	
	d.75 feet wide plus the width of the proposed Taxiway I shoulders?		
19	2. Please clarify the type of pavement reconstruction expected to be provided by the Proponent under Alternate Bid 1. The Addendum No. 9 Design Criteria Package and Reference Drawings do not indicate the type of pavement, rigid or flexible, to be design and constructed to replace the existing pavement from STA 225+75 to STA 241+50, however the Addendum No. 9 Exhibit N defines this Alternate as follows:	The pavement type will be Bituminous Pavement	
	"ALTERNATE BID 1 – Reconstruct portion of existing R/W 8-26 from STA 225+75 to STA 241+50 (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."		
	Based on the above excerpt from Exhibit N is the Proponent required to reconstruct the designated area of the existing runway in "Bituminous Pavement", or will the Proponent be responsible for the selection of the final design pavement section as indicated in General Note No. 1 on sheets CS 101 through CS107 of the Addendum No. 9 Reference Drawings?		
20	 The DCP document states that Alternate Bid 2 is the rehabilitation of a portion of Taxiway A. Sheets CS103, CS104 and CS105 show a hatch that indicates mill and overlay. However, Note 3 on these drawings indicates that "ALTERNATE BID 2 INCLUDES FULL RECONSTRUCTION OF TAXIWAY A FROM TAXIWAY C TO TAXIWAY D INCLUDING GEOMETRY MODIFICATIONS TO CONVERT T/W TO R/W CONNECTION TO T/W TO T/W CONNECTION INCLUDING LIGHTING AND DRAINAGE MODIFICATIONS AS NEEDED. TAXIWAY A RECONSTRUCTION FROM TAXIWAY B TO TAXIWAY C WILL INCLUDE THE SOUTHERN LANE OF TAXIWAY A AND INCLUDE A PAVED SHOULDER. DRAINAGE AND LIGHTING MODIFICATIONS SHALL BE INCLUDED AS REQUIRED TO MEET NEW GEOMETRY" 	Follow General Note 3 on sheets C103, C104, and C105 For Alternative Bid 2 – Taxiway A will be reconstructed and full depth shoulders are required. Geometry modifications are also required to convert the T/W to R/W connection to a T/W to T/W connection. Drainage and lighting design for this portion of Taxiway A should also be included.	
	 The hatch and the note conflict with each other. Please clarify: a. Whether Taxiway A will be reconstructed or rehabilitated? b. What the mill and overlay depth is to be if Taxiway A is being rehabilitated? c. Whether full depth shoulders are required or just a mill and overlay of the shoulders? 		
21	4. Can you please clarify where the Exhibit K should be placed (technical or cost proposal?)	A copy of EXHIBIT K – Required Submittal Checklist, shall be included on both (technical and cost) proposals. A Revised Exhibit K is included as part of this Addendum.	
22	5. Per Exhibit K - Required Submittal Checklist (Addendum 4) - a response to Section 10.6.3 of the RFP is not required in the Cost Proposal. Please confirm.	A Revised Exhibit K is included as part of this Addendum.	
23	 As a continuation to responses #25 & #26 of Addendum 17, please clarify that: connector taxiways A1, I3, I4 and I6 (Base bid), I1, I2, I5 connectors (Alternate Bid 3), and southside taxiway connectors (Alternate Bid 4), may be constructed with either P-501 or P-401. 	Taxiway Connectors for the Base Bid shall be constructed with P-501. For Alternates Bids 3 and 4, a price should be submitted for both P-501 and P-401. As part of this Addendum, the Proposal Form have been revised to include Alternates 3a, 3b, 4a, and 4b.	

No.	Questions	Answers
		All Shoulders for the New Runway and proposed Taxiways shall be P-401/P-403 HMA surfaced. On the proposal form shall be included on the lump sum items for each applicable alternate and included on the Schedule of Values.
24	 The first issue of the Design Criteria Package indicated in section 6.8 that "A complete Airport Signage Plan must be provided for approval as part of the proposal". This requirement was confirmed in Response #23 of Addendum 7: "Contractor is responsible for completing the Airport Signage Plan to include the entire airport taxiway renaming and will be submitted and approved by the Part 139 inspector. Construction/reconfiguration of all airports signs to meet FAA requirements shall be included in this project.". However, any wording regarding the Airport Signage Plan was deleted in the Design Criteria Package issued in Addendum 9. Please clarify the scope of the Proponent in this regard. 	The Respondent is responsible for completing the Airport Signage Plan to include the entire airport taxiway renaming and will be submitted and approved by the Part 139 inspector. Construction/reconfiguration of all airports signs to meet FAA requirements shall be included in this project.
25	 The restrictions considered in the current version of the adjustment for price fluctuation clause leave the effect of this compensation extremely limited for a risk that might even be unbearable due to the uncertainties of inflation and prices variation in the current global situation. In order to avoid a substantial impact on the price of the proposals we suggest considering the following changes: We suggest establishing the general criteria that should be applied to each concept/product, without limiting to the specific items as the items will be determined according to the WBS to be developed after the signing of the contract. If certain items are referred to by the specification number in this stage, we suggest leaving opened the possibility to include additional items that might be as well affected, once the WBS is developed and agreed. Please consider eliminating the limit of 5% of the contracted price as maximum allowable aggregate adjustment. Please consider eliminating the limit of 5% of the contracted price as maximum allowable aggregate adjustment for price fluctuations, as this restriction leaves out of the compensation precisely unusual price fluctuations. Please, consider eliminating the threshold quantities as a restriction for price adjustment, in order to guarantee a proportional compensation for the whole project. When the monthly index considered might be applied in which preliminary and definitive numbers are published, we suggest no apply the corresponding correction as to apply a compensation more accurate according to the fluctuation of the price for extra works. For extra work items in which a new price is agreed, the base index prices would be those of the month on which the extra work worder is agreed upon. Please, consider eliminating the limit of 50% for the maximum monthly application range for percent change for fuel. <l< td=""><td>The price adjustment clauses as presented will not be changed except for the fuel usage factors which shall be adjusted as requested.</td></l<>	The price adjustment clauses as presented will not be changed except for the fuel usage factors which shall be adjusted as requested.

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	Fuel Adjustment Catego	ries. Table A	-1	
Category	Basis of Calculation and Threshold Quantity	Eligible Items	Units	Fuel Usage Factor
Earthwork	Apply only to the greater of the sum of all Excavation quantities or the sum of all Borrow and Embankment quantities. Threshold Quantity* = 30,000 c.y. (22,936 c.m.)	P-152	Gallons per cubic yard (Gallons per cubic meter)	0.50
Aggregate Bases	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,500 c.y. (1,912 c.m.)		Gallons per cubic yard (Gallons per cubic meter)	0.75 1.25 (0.981.65)
Select Granular Backfill	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 2,000 c.y. (1,529 c.m.)		Gallons per cubic yard (Gallons per cubic meter)	0.75 –1.25 (0.9 -1.65)
Flexible Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	P-401	Gallons per cubic yard tons (Gallons per cubic meter metric tons)	1.70 (2.22)
Rigid Bases and Pavements	Apply to quantity calculated based on the Method of Measurement and Basis of Payment. Threshold Quantity* = 1,200 c.y. (917 c.m.)	305, 306, 451, 452, 526, 884,	Gallons per cubic yard (Gallons per cubic meter)	1.00 –1,22 (1.31 1.60)

END OF ADDENDUM NO. 20

RIPI

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

August 25, 2023 San Juan, Puerto Rico

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EXHIBIT K – Required Submittal Checklist RUNWAY 8-26 RECONSTRUCTION AT RAFAEL HERNANDEZ INTERNATIOAL AIRPORT, AGUADILLA, PR

ltem	RFP TECHNICAL PROPOSAL REQUIRED SUBMITTAL CHECKLIST	Check (√)
1	Cover Letter	
2	EXHIBIT O – Technical Proposal Form	
3	Project Approach	
4	Anticipated Problems	
5	Proposed Solutions to Anticipated Problems	
6	Proposed Project Schedules	
7	Conceptual Engineering Design/ Comments on Design Criteria Package	
8	EXHIBIT Q - Contract Exceptions Chart	
9	Proponent Redline to Sample Contract (See Section 14.5.3)	
10	EXHIBIT K – Technical Proposal Required Submittal Checklist	

EXHIBIT K – Required Submittal Checklist RUNWAY 8-26 RECONSTRUCTION AT RAFAEL HERNANDEZ INTERNATIOAL AIRPORT, AGUADILLA, PR

Item	RFP COST PROPOSAL REQUIRED SUBMITTAL CHECKLIST	Check (√)
1	Cover Letter	
2	Design and Pre-Construction/ Construction Phase	
3	EXHIBIT A – Offer and Submittal	
4	EXHIBIT C – Ownership Information Forms	
5	EXHIBIT D – Certificate Regarding Debarment (Designer and Contractor)	
6	EXHIBIT E – Federal Provision Compliance Certification (Designer and Contractor)	
7	EXHIBIT F – Nepotism Statement (Designer and Contractor)	
8	EXHIBIT G – Non-Conflict of Interest Certification (Designer and Contractor)	
9	EXHIBIT H – Non-Collusion Statement (Designer and Contractor)	
10	EXHIBIT I – Surety Letter of Intent	
11	EXHIBIT J – State Provision Compliance Certification (Designer and Contractor)	
12	EXHIBIT L – Proponent Contact Directory Form (Designer and Contractor)	
13	EXHIBIT M – Schedule of DBE Participation (Designer and Contractor)	
14	EXHIBIT N – RFP Cost Proposal Form	
15	EXHIBIT P – Buy American Certification For Manufactured Products	
16	EXHIBIT R – Bid Bond Form	
17	Schedule of Values as per Section 10.6.3, Part III, Request For Proposals (RFP)	
18	EXHIBIT K – RFP Cost Proposal Required Submittal Checklist	

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 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 - Preconstruct	tion Phase and Design Services for	r the Base	e Bid				
1	RFP 5.2.1.1	Preconstruction and Design Services Write price in words	LS	1				
Dhase	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		Phase Services for the Base Bid Construction completed in place of work						
2	RFP 5.2.1.1	shown on 100% Construction Documents, except prices included on Items 3, 4, 5, and 6. Write price in words	LS	1				
		struction of the project and may be auth onent's plan for early enabling projects						

			-	· · · ·	-	,
3	FAA GENERAL PROVISIONS Section 105	Mobilization for the Base Bid Write price in words	LS	1		
	movement of pe	consist of work and operations, but is ne ersonnel, equipment, material and supp ded in the contract as separate pay iten	lies to and			
4	Attachment A Design Criteria Package 11.5 Appendix C	FIELD OFFICE for the Base Bid Write price in words	LS	1		
	N/A	Contaminated Soils Removal & Disposal Write price in words	СҮ	2,000		
5	contaminated m and disposed of shall prepare a s removal and dis the limits of cont Evidence of disp compensation.	fication, removal and disposal of conta naterial shall be priced as Class I Hazar in accordance with Local and Federal specification related to this item that inc posal of contaminated soils. The speci- taminated soils encountered and for mo posal at an approved disposal site mus The unit price for contaminated soils re- erial encountered during construction of	dous Mate laws shall corporates fication sha easuring th t be receiv moval and	erials. The actua be paid at the u all applicable r all include appr ne amount of m ed by the Owne disposal shall	al amount o unit price pr equirement opriate met aterial remo er in order t	of material removed rovided. The Designer s for the proper hods for determining byed and disposed. o receive
6	FAA SPECS P-501	Portland Cement Concrete Pavement Write price in words	SY			
	Concrete Paven	eria Package for additional information nent will be made at the unit price and fied in FAA standard specifications P-5	amount of	pavement prov	ided, meeti	ng all acceptance
<i>Write</i> (The a	Price in word	PRICE s: e shown both in words and figures			ncy the ar	nount shown in

<u>ALTERNATE BID 1 – Reconstruct portion of existing R/W 8-26 from STA 225+75 to STA 241+50</u> (Bituminous Pavement)

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM	
Phase	1 - Preconstruct	tion Phase and Design Services fo	r this Alte	rnate			
A1-1	RFP 5.2.1.1	Preconstruction and Design Services Write price in words	LS	1			
AI-I	Notice to Proceed culmination of Pha	mmence shortly after award of the Contract (NTP) by the PRPA in accordance with the ise 1 will be completion and approval of the ution plans and the obtaining of all necessar	accepted C Issued for (OST PROPOSA	L for Phase '	1 Services. The	
Phase	2 - Construction	Phase Services for this Alternate	1	1			
A1-2	RFP 5.2.1.1	Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A1-3, A1-4 and A1-5. Write price in words	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	Mobilization for this Alternate Write price in words	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	FIELD OFFICE for this Alternate Write price in words	LS	1			
	This item consider	s the portion of Field Office cost associated	l with this al	ternate.			
A1-5	FAA SPECS P-401	Plant Mix Bituminous Pavement Write price in words	TON				
		Mix Bituminous Pavement will be made at a as specified in FAA standard specification					

Write Price in words:

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

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM			
Phase	1 - Preconstruct	tion Phase and Design Services fo	r this Alte	rnate					
	RFP 5.2.1.1	Preconstruction and Design Services Write price in words	LS	1					
A2-1									
	Design Notice to Services. The cu	commence shortly after award of the Co Proceed (NTP) by the PRPA in accor- ulmination of Phase 1 will be completio as and construction execution plans an	dance with n and appr	the accepted (roval of the Issu	COST PRO led for Con	POSAL for Phase 1 struction drawings			
Phase	Phase 2 - Construction Phase Services for this Alternate								
A2-2	RFP 5.2.1.1	Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A2-3, A2-4, and A2-5. Write price in words	LS	1					
		truction of the project and may be auth							
A2-3	FAA GENERAL PROVISIONS Section 105	onent's plan for early enabling projects <u>Mobilization for this Alternate</u> <i>Write price in words</i>	LS	e the overall co	nstruction s	schedule.			
	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	FIELD OFFICE for this Alternate Write price in words	LS	1					
	This item consid	ers the portion of Field Office cost ass	ociated wit	h this alternate					
A2-5	FAA SPECS P-401	Plant Mix Bituminous Pavement Write price in words	TON						
		nt Mix Bituminous Pavement will be ma ptance criteria as specified in FAA star							

TOTAL ALTERNATE BID 2 PRICE\$___

Write Price in words:

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

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM		
Phase	1 - Preconstruct	tion Phase and Design Services for	r this Alte	rnate				
	RFP 5.2.1.1	Preconstruction and Design Services Write price in words	LS	1				
A3a-1								
	Design Notice to Services. The cu	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	Construction completed in place of work shown on 100% Construction Documents. except prices included on Items A3a-3, A3a-4, and A3a-5. Write price in words	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	Mobilization for this Alternate Write price in words	LS	1				
	movement of pe	onsist of work and operations, but is no rsonnel, equipment, material and supp led in the contract as separate pay iten	lies to and					
A3a-4	Attachment A Design Criteria Package 11.5 Appendix C	FIELD OFFICE for this Alternate Write price in words	LS	1				
	This item consid	ers the portion of Field Office cost ass	ociated wit	h this alternate				
A3a-5	FAA SPECS P-501	Portland Cement Concrete Pavement Write price in words	SY					
	Concrete Paven	eria Package for additional information nent will be made at the unit price and a ied in FAA standard specifications P-5	amount of	pavement prov	ided, meeti	ng all acceptance		

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

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM						
Phase	1 - Preconstruct	tion Phase and Design Services for	r this Alte	rnate								
	RFP 5.2.1.1	Preconstruction and Design Services Write price in words	LS	1								
A3b-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	Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A3b-3, A3b-4, and A3b-5. Write price in words	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	Mobilization for this Alternate Write price in words	LS	1								
	movement of pe	onsist of work and operations, but is no rsonnel, equipment, material and supp led in the contract as separate pay iten	lies to and									
A3b-4	Attachment A Design Criteria Package 11.5 Appendix C	FIELD OFFICE for this Alternate Write price in words	LS	1								
	This item consid	ers the portion of Field Office cost asso	ociated wit	h this alternate								
A3b-5	FAA SPECS P-401	Plant Mix Bituminous Pavement Write price in words	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						

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

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM		
Phase	1 - Preconstruct	tion Phase and Design Services for	r this Alte	rnate				
A4a-1	RFP 5.2.1.1	Preconstruction and Design Services Write price in words	LS	1				
	Notice to Proceed culmination of Pha	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	Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A4a-3, A4a-4, and A4a-5. Write price in words	LS	1				
		uction of the project and may be authorized			pending on th	ne successful		
A4a-3	FAA GENERAL PROVISIONS Section 105	or early enabling projects to facilitate the ov <u>Mobilization for this Alternate</u> <i>Write price in words</i>	LS	uction schedule.				
		nsist of work and operations, but is not limite nent, material and supplies to and from the p nte pay items.						
A4a-4	Attachment A Design Criteria Package 11.5 Appendix C	FIELD OFFICE for this Alternate Write price in words	LS	1				
	This item consid	ers the portion of Field Office cost ass	ociated wit	h this alternate		I		
A4a-5	FAA SPECS P-501	Portland Cement Concrete Pavement Write price in words	SY					
	Pavement will be r	a Package for additional information on this nade at the unit price and amount of paven tions P-501 Portland Cement Concrete Pav	nent provide	d, meeting all aco				

TOTAL ALTERNATE BID 4a PRICE\$____

Write Price in words:

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

ITEM NO.	REFERENCE ITEM NO.	ITEM DESCRIPTION & UNIT PRICE BID IN WORDS	UNITS	EST. QTY.	UNIT PRICE	TOTAL AMOUNT PER ITEM			
Phase	1 - Preconstruct	tion Phase and Design Services fo	r this Alte	rnate					
	RFP 5.2.1.1	Preconstruction and Design Services Write price in words	LS	1					
A4b-1	111 0.2.1.1		20						
	Notice to Proceed culmination of Pha	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	Phase 2 - Construction Phase Services for this Alternate								
A4b-2	RFP 5.2.1.1	Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A4b-3, A4b-4, and A4b-5. Write price in words	LS	1					
		uction of the project and may be authorized or early enabling projects to facilitate the ov			pending on th	ne successful			
A4b-3	FAA GENERAL PROVISIONS Section 105	Mobilization for this Alternate Write price in words	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	FIELD OFFICE for this Alternate Write price in words	LS	1					
	This item consid	ers the portion of Field Office cost ass	ociated wit	h this alternate					
A4b-5	FAA SPECS P-401	Plant Mix Bituminous Pavement Write price in words	TON						
		nt Mix Bituminous Pavement will be ma ptance criteria as specified in FAA star							

Write Price in words:

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	Preconstruction and Design Services Write price in words	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	Construction completed in place of work shown on 100% Construction Documents, except prices included on Items A5-3, A5-4 and A5-5. Write price in words	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	Mobilization for this Alternate Write price in words	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	FIELD OFFICE for this Alternate Write price in words	LS	1				
	This item consid	ers the portion of Field Office cost ass	ociated wit	h this alternate				

A5-5	FAA SPECS P-501	Portland Cement Concrete Pavement Write price in words	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 ALTERNATE BID 5 PRICE Write Price in words:								
•	amount shall be shall govern.)	shown both in words and figures	s; in case	e of discrepar	ncy the an	nount shown in		

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 - Preconstruct	tion Phase and Design Services for	r this Alte	rnate				
A6-1	RFP 5.2.1.1	Preconstruction and Design Services Write price in words	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	Construction completed in place of work shown on 100% Construction Documents. except prices included on Items A6-3, A6-4 and A6-5. Write price in words	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	Mobilization for this Alternate Write price in words	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	FIELD OFFICE for this Alternate Write price in words	LS	1				
	This item consid	ers the portion of Field Office cost ass	ociated wit	h this alternate				

A6-5	FAA SPECS P-401	Plant Mix Bituminous Pavement Write price in words	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 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.)

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 <u>the number of consecutive calendar</u> <u>days established in the Proponent's approved schedule after written "Notice to Proceed"</u> 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 <u>ten</u> <u>thousand dollars (\$10,000)</u> 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 <u>60 calendar days</u> 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 <u>60 calendar days</u>, 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.

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

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:

Address

Signature of Authorized Officer

Tel. No.: _____

Email:

Name of Authorized Officer

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	Туре
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 Despiau Geotechnical Engineers_AECOM Report_2018.pdf	Pdf

Name of File or Directory	Туре
310.03 Geo Engineering RELOCATION OF TW A and AWOS 1998.pdf	Pdf
310.04 Sinkhole Report Geo-Engineering_2021.pdf	Pdf
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
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