



GOVERNMENT OF PUERTO RICO
PORTS AUTHORITY

PUERTO RICO PORTS AUTHORITY

REQUEST FOR PROPOSALS

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

ADDENDUM NO. 8

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 February 24, 2023.**

B. FILES ADDED TO THE SUPPORTING DOCUMENTATION ON THE SHARE FOLDER

1. **SAMPLE CONTRACT:** The revised SAMPLE CONTRACT - RFP Attachment B, is hereby included on this Addendum. Find the file on the share folder with the following name: 1_Attachment B_Sample Contract.pdf.
2. **COST PROPOSAL FORM:** A revised Cost Proposal Form file has been included on the share folder with the following name: 2_Attachment N_RFP Cost Proposal Form.pdf. The revision includes a typo fix on the liquidated damages (amount in letters).
3. **RFP SELECTION CRITERIA, PAGE 16:** A revised page #16 of the RFP has been included on the share folder with the following name: 3_RFP_Page 16 selection criteria.pdf. The revision is in response to Questions/Answers #77 on this Addendum.

C. COMMUNICATIONS

All Proposers are reminded that the RFP Phase of this procurement is not yet finished. Any and all communications with PRPA officials are strictly prohibited as per Sec. 4.3.2 of the RFQ and Sec. 13.2.1 of the RFP, except as otherwise permitted in the RFP. Any violation can lead to the disqualification of the Proposer originating the prohibited communication or on who's behaves the prohibited communication was made.

D. ATTACHEMENT

Find the updated Supplementary Technical Information List (4 pages) including the additional name of files attached to this Addendum. This document substitutes the one included on Addendum No. 7.

E. ADDENDUM 7

On ASWERS TO QUESTIONS of Addendum 7, there are some references to JVD/V, that shall read JVD/B (Joint Venture Design Built).

F. ANSWERS TO QUESTIONS

No.	Questions	Answers
1	Alternative 2 – Please provide additional information on the extents of the pavement rehabilitation/replacement (i.e. full reconstruction, any electrical or drainage requirements)?	Alternative 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.
2	Alternative Bid 2. Please clarify the exact portion of TWY A to be rehabilitated.	See CS103, CS104 and CS105 in the DCP.
3	Section 2.1.2 states that Taxiway A-140, Taxiway C-320 and Taxiway D-400 conditions have escalated to poor and are no longer operational. However, these sections are not AIP eligible and will not be evaluated for rehabilitation under the project scope. Why the contradiction with the proposed scope of Alternate BID 2?	The PRPA shall consider whether to repair those segments with PRPA funds and continue to coordinate this effort with the FAA for AIP funds eligibility. The work is currently part of the scope of this project. Cost will need to be tracked separately for this work for funding purposes.
4	In relation to attachment B-Sample Contract, 16.6. Could you please define more precisely what is the meaning of minor changes and their maximum extent both in time and costs?.	Reference is made to Article 11.1.3 of the Uniform General Conditions for Public Works in Puerto Rico (UGCPW)
5	Teaming Agreement, 9. We kindly request to limit the Designer and Contractor maximum responsibility up to a reasonable amount based on the Bid Price, including on it the maximum accumulated penalties.	Teaming Agreement was deleted in Addendum 6. A dispute resolution process must be included in the JV Agreement.
6	Teaming Agreement, 10. In addition to the dispute resolution method we would like to introduce, at the end of the three steps one additional step: to incorporate the rules by the Commercial Chamber of Commerce to solve any dispute, located in Puerto Rico.	See # 5.

No.	Questions	Answers
7	<p>Acciona/CIC Contrstrucion/ CSA is one of the JVD/Bs short-listed from Step-One to submit Technical and Cost Proposals for Design-Built Services for the Runway 8-26 Reconstruction at Rafael Hernandez International Airport (BQN). According to the proposed business structure, Sondeos Estructuras y Geotecnia S.L. (España) (SEG) would be a consultant of CSA, the Prime Designer. SEG provides expertise needed for the project and in accordance with Act 173, SEG would provide services under the direct supervision of CSA, a legal entity in compliance with Act 173. See Introductory Letter submitted with the SOQ. This proposed structure was ratified by Addendum 4, Answer Number 55, where the Agency clarified that: “the Prime Designer could prepare the design with the <u>support</u> of other SMEs, even if they were not licensed in Puerto Rico”. According to the Invitation to submit Proposal, dated July 18th, 2022, the college of Engineers and Surveyors of Puerto Rico (CIAPR) approved New Policy Statement for Design Built Contracts that had impact on the contracting model anticipated in the RFQ, thus the agency incorporated a three-party agreement between Contractor, Designer and Owner and a Teaming Agreement. Attachment B of the RFP contains the three-way sample contract. According to Clause 15.1 of the proposed contract: The Design/Builder shall not subcontract for any part of the Design Services or Work with any Subcontractor or consultant who is not properly licensed in Puerto Rico to perform Design services. Please confirm, that the Clause 15.1 of the proposed contract does not override Addendum 4, Answer Number 55 of the RFQ, considering that SEG will provide consulting services but will not be in charge of the design. The design and supervision of design services will be responsibility of CSA.</p>	<p>Addendum 6 deleted the tree-way contract. The legal aspects of any subcontracting should be subject to review by local legal Counsel.</p>
8	<p>The second paragraph of the proposed contract, provides that Contractor is a corporation. Please confirm that this section will be revised to allow the members of the unincorporated joint venture Acciona/CIC (both are duly registered companies in Puerto Rico), which was duly approved and selected by PRPA on May 10, 2022 as a proponet for the RFP, to be considered “Contractor”.</p>	<p>Whatever form is chosen to form a JV, that entity must have legal personality to enter into a contract with the PRPA.</p>
9	<p>The policy of the Puerto Rico Professional College of Engineers and Land Surveyor’s Design Build Contracts, and fully adopted by Puerto Rico Ports Authority in the RFP documents, establishes in part, that:</p> <p>“3) The request for proposal and the contract, even if it indicates that it is Design & Build, must contain clauses that clarify the separation of functions of the Contractor and the Designer, the direct responsibility of each one towards the Owner and the risks that each one would assume for avoid non-compliance with the existing legal framework.</p> <p>e. The Contractor does not assume the risks corresponding to the Designer and the Designer does not assume the risks of the Contractor. However, there are provisions in the Sample</p>	<p>The PRPA did not have to adopt the CIAPR Policy as it applies to its individual members. As to the rest see Addendum 6.</p>

No.	Questions	Answers
	<p>Design-Build Agreement that appear to be inconsistent with this policy. Consequently, we respectfully request that the PRPA to make the following clarifications throughout the Sample Design-Build Agreement:</p> <p>a. Sample Design-Build Agreement Recitals: “WHEREAS, the Second and the Third Parties working together, each with its own responsibilities towards the PRPA, are hereafter referred to as the Design/Builder or the Design/Builder Contractor. The use of Design/Builder in this contract means the Contractor, the Designer or both unless from the context of the sentence it is understood that it refers to only one of them. This entity is and will be for the duration of this Contract responsible for the execution of this contract in the time and manner represented in the schedule submitted in the response to the RFP and as approved by the PRPA and in accordance with all contract documents.” Please confirm that it is not required to form an “entity” between the Designer and the Contractor, and as the Teaming Agreement Section 7.1 establishes, the Designer and the Contractor, will each be independent contractors to the Client. Specifically, please consider revising this recital to provide as follows: WHEREAS, the Second and the Third Parties in cooperation with one another, each with its own, independent responsibilities towards the PRPA, are hereafter referred to as the Design/Builder, the Design/Builder Contractor, or the DB Team. The use of Design/Builder in this contract means the Contractor, the Designer or both unless from the context of the sentence it is understood that it refers to only one of them. The Contractor and Designer are and will be for the duration of this Contract severally but not jointly responsible for the execution of their respective responsibilities under this contract in the time and manner represented in the schedule submitted in the response to the RFP and as approved by the PRPA and in accordance with all contract documents.</p>	
10	<p>b. Sample Design-Build Agreement Art. 3.1.3: “The DB Team shall, in all cases, be responsible for the progress of the Work and will carry out any and all processes of control, sampling, testing and inspection and/or corrections during all phases of the project with sufficient frequency and pace to ensure that the project complies with the requirements of the Contract, including but not limited to falling behind schedule.” Please confirm that each, the Designer and the Contractor, will only be responsible for the progress of their own individual work, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: The Contractor and Designer shall, in all cases, be severally but not jointly responsible for the progress of their respective portions of the Work and, to the extent applicable to their portion of the Work, will carry out any and all processes of control, sampling, testing and inspection and/or corrections during all phases of the project with sufficient frequency and pace to ensure that the</p>	<p>As per Addendum 6 a JV (with its own separate personality) will assume any and all responsibilities emanating from the Contract. The parties to the JV Agreement will share responsibilities as they deem legally appropriate.</p>

No.	Questions	Answers
	project complies with the requirements of the Contract, including but not limited to falling behind schedule.	
11	c. Sample Design-Build Agreement Art. 3.1.5: "The Design/Builder or the corresponding member in particular, assumes full responsibility to the PRPA for the improper acts and omissions of all Subcontractors or others employed or retained by the Design/Builder or the corresponding member in particular in connection with the Project." Please confirm that each, Designer and Contractor, will only be responsible for their own subcontractors or employees' s improper acts and omissions, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: The Contractor and Designer respectively assume full responsibility to the PRPA for the improper acts and omissions of all Subcontractors or others employed or retained by such Party in connection with the Project.	See # 10.
12	d. Sample Design-Build Agreement Art. 3.1.7: "Any and all parts of the Work determined by the Contract Manager to be the product of defective labor that could have been corrected or averted applying acceptable supervisory skills will be the responsibility of both the Designer and the Contractor and as such, of the Design/Builder." Please confirm that Designer and Contractor, will be only responsible for their own individual work, consistent with the CIAPR policy and that there is not an entity considered as design/builder in this RFP. Specifically, please consider revising this section to provide as follows: Any and all parts of the Work determined by the Contract Manager to be the product of defective labor that could have been corrected or averted applying acceptable supervisory skills will be the responsibility of the Designer or the Contractor, as applicable.	Articles 1.1.1. 25 and 1.1.1.26 of the UGCPW recognizes the Design/Build entity in PR. See also # 10.
13	e. Sample Design-Build Agreement Art. 4.1.1: "The Design/Builder and the corresponding member thereof is responsible for any failure to comply with the specifications and references of the above documents. In such case, the corresponding member of and as a result the Design/Builder will be in default, and the PRPA shall have the right to terminate the contract and the PRPA shall be compensated for the damages caused by the non-compliance." Please confirm that each, the Designer and the Contractor, will be only responsible to comply with specifications corresponding to their own individual work, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: The Designer and the Contractor are severally but not jointly responsible for their respective failures to comply with the specifications and references of the above documents. In such case, the Designer or the Contractor, as the case may be, will be in default, and the PRPA and the other non-defaulting party shall	See # 10 and 11.

No.	Questions	Answers
	have the right to terminate the contract and the PRPA shall be compensated for the damages caused by the non-compliance.	
14	<p>f. Sample Design-Build Agreement Art. 4.4: Retention of Consultants: In designing the Project, the Designer member of the Design/Builder or the Design/Builder as they see fit as part of the Teaming Agreement, shall retain an experienced, qualified geotechnical consultant and an environmental consultant, to evaluate all geotechnical considerations and environmental considerations relating to the design and construction of the Project. The Designer shall be responsible for designing the Project in accordance with the analyses and recommendations of its geotechnical and environmental consultant. Please confirm that Designer will be the only party responsible to retain an experienced, qualified geotechnical consultant and an environmental consultant, to evaluate all geotechnical considerations and environmental considerations relating to the design and construction of the Project, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: Retention of Consultants: In designing the Project, the Designer shall retain an experienced, qualified geotechnical consultant and an environmental consultant, to evaluate all geotechnical considerations and environmental considerations relating to the design and construction of the Project. The Designer shall be responsible for designing the Project in accordance with the analyses and recommendations of its geotechnical and environmental consultant.</p>	See # 10, et seq.
15	<p>g. Sample Design-Build Agreement Art.5.6.1: “In any case of negligence, abandonment of duties or breach of this Agreement, the PRPA shall have the power to terminate the contract immediately, without prior notice, and the Design-Builder Contractor shall have the duty to indemnify the PRPA for the damages caused.” Please confirm that each, the Designer and the Contractor, will only be responsible to indemnify the PRPA for damages corresponding to their own individual work, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: In any case of abandonment of duties or breach of this Agreement by the Designer or the Contractor, the PRPA shall have the power to terminate the contract immediately, without prior notice, and the defaulting party shall have the duty to indemnify the PRPA and the other non-defaulting party for the damages caused.</p>	Under the provisions of the UGCPW the Design Builder Joint Venture will responsible to the PRPA without regards to the PRPA Policy.
16	<p>h. Sample Design-Build Agreement Art. 10.10: “Compliance With Labor Laws: The Design/Builder shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.” Please confirm that, consistent with the CIAPR policy, each the Designer and the Contractor, will only be responsible for their</p>	SEE # 10 et seq.

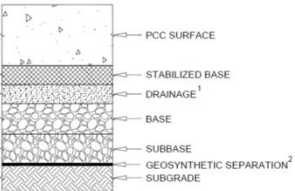
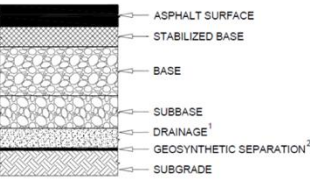
No.	Questions	Answers
	<p>own personnel assigned to or contracted by each one for the performance of the Work and each one agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws. Specifically, please consider revising this section to provide as follows: Compliance With Labor Laws: The Designer and the Contractor shall respectively assume all labor responsibility for all personnel assigned to or contracted by such party for the performance of the portion of the Work for which it is responsible, and agree to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.</p>	
17	<p>i. Sample Design-Build Agreement Art. 10.11: “The Design/Builder shall be responsible for procuring all tests and inspections required by sound professional practices and by state and federal governmental authorities having jurisdiction over the Project, and shall assume the cost of such tests and testing.” Please confirm that each, the Designer and the Contractor, will only be responsible to procure all tests and inspections required by sound professional practices and by state and federal governmental authorities having jurisdiction over the Project for their own work, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: The Designer and the Contractor shall be responsible for procuring all tests and inspections with respect to their own respective Work as required by sound professional practices and by state and federal governmental authorities having jurisdiction over the Project, and shall respectively assume the cost of such tests and testing.</p>	<p>This requirement shall be in accordance with:</p> <ol style="list-style-type: none"> 1. Attachment H – FAA General Provisions, Section 100 Contractor Quality Control Program and, 2. As per the UGCPW the responsibilities are the Design Builder Contractor’s.
18	<p>j. Sample Design-Build Agreement 10.14: “Permits, Licenses and Notices: All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by the Design/Builder and/or the responsible member thereof. The Design/Builder shall notify the PRPA's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply the PRPA with copies of same.” -Please confirm that each, the Designer and the Contractor, will only be responsible to procure permits, licenses and authorizations corresponding to their own work, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: Permits, Licenses and Notices: All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for respectively by the Designer or the Contractor to the extent necessary for the performance of their respective obligations under this Agreement. The Design/Builder shall notify the PRPA's Representative when it has received said permits, licenses and authorizations and upon receipt shall supply the PRPA with copies of same.</p>	<p>See # 10 et seq.</p>

No.	Questions	Answers
19	<p>k. Sample Design-Build Agreement Art. 10.17: “Environmental Protection: Design/Builder and/or its Contractor member shall be responsible for Hazardous Environmental Conditions created due to any materials brought to or disturbed on the Site by Design/Builder Subcontractors, Suppliers, or anyone else for whom Design/Builder is responsible.” Please confirm that each, the Designer and the Contractor, individually will only be responsible for Hazardous Environmental Conditions created due to any materials brought to or disturbed on the Site by their own Subcontractors, Suppliers, or anyone else for whom each individual party is responsible for, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: Environmental Protection: The Designer and the Contractor shall be severally but not jointly responsible for Hazardous Environmental Conditions created due to any materials brought to or disturbed on the Site by such party or its respective Subcontractors, Suppliers, or anyone else for whom such party is responsible.</p>	See #10, et seq.
20	<p>l. Sample Design-Build Agreement Art. 15.3: “The Design/Builder shall be responsible to the PRPA for the acts and omissions of all of his employees and all subcontractors, their agents and employees and all other persons performing any work under a contract with the PRPA.” Please confirm that each, Designer and Contractor, will only be responsible for their own subcontractors or employees’ s acts and omissions, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: The Designer and the Contractor shall be severally but not jointly responsible to the PRPA for the acts and omissions of all of its respective employees and subcontractors, their agents and employees and all other persons retained or employed by such party to perform any work under a contract with the PRPA.</p>	See # 10
21	<p>m. Sample Design-Build Agreement Art. 18.4 “18.4 Duty to Correct Defective Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, the Design/Builder, the Designer and/or the Contractor shall be specifically obligated to correct any and all defective or nonconforming Work for a period of twenty four (24) months following Final Completion upon written direction from the PRPA. This obligation shall survive final payment by the PRPA and termination of this Agreement. If Design/ Builder does not, after a ten (10) day written notice from Owner, promptly start complying and diligently comply with the terms of such instructions, (or in an emergency where delay would cause serious risk of loss or damage), the PRPA may have the deficient Work corrected or repaired or may have the rejected Work removed and replaced, and all costs, arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or</p>	<p>Correcting defective work or any type of ruin in the Work will be the responsibility of the JVD/B. The parties to the JV cannot disengage themselves from the obligations imposed by Article 1375, in particular that of subsection (i).</p> <p>The Design-Build Agreement referred to was deleted by Addendum 6 and is being replaced.</p>

No.	Questions	Answers
	<p>replacement of work of others) will be paid by Design/Builder. This clause does not constitute a waiver of the responsibilities of the Design/Builder, the Designer and/or the Contractor under Article 1375 of the Puerto Rico Civil Code of 2020.” Please confirm that the Designer and Contractor will only be responsible for correcting their own respective defective or nonconforming Work.</p>	
22	<p>n. Sample Design-Build Agreement Art. 22.8: “Responsibility to keep the insurance in force: It shall be the responsibility of the Design/Builder to maintain adequate insurance coverage at all times.” Please confirm that each, Designer and Contractor, will only be responsible for maintaining their respective insurance coverage relevant to their respective work to be carried out for the project, consistent with the CIAPR policy. Specifically, please consider revising this section to provide as follows: Responsibility to keep the insurance in force: It shall be the responsibility of the Designer and the Contractor to maintain adequate insurance coverage for their respective portions of the Work at all times.</p>	See previous.
23	<p>o. Sample Design-Build Agreement Art. 24.2.1: “Unless expressly stated in this contract, when any responsibility, duty or obligation is assigned to Design/Builder, the same is severally assigned to Designer and the Contractor. All three are responsible to PRPA.” Please confirm that each, Designer and Contractor, will only be responsible for their own obligations, duties and responsibilities assigned to each one of them in the Design-Build Agreement and consistent with the CIAPR policy. Specifically, please delete this language.</p>	See # 10, et seq.
24	<p>Sample Design-Build Agreement Art.5.2.1 states that: “Upon submittal of an Monthly Estimate for Payment {MEP} by the Contractor member of the Design/Builder, which MEP must include as an Exhibit the Designer's invoice for the period covered by the MEP, the PRPA will only be responsible to make a deduction, only from the payment to the Contractor, of a ten percent retainer (10%). The Contractor will then make full payment to the Designer on its invoiced fees less the corresponding amount of tax deduction on said fees, which amount, the Contactor will, in due time, send to the Treasury Department (Puerto Rico Departamento de Hacienda) on behalf of the Designer. The income tax deduction by the Contractor will be in accordance with the applicable percent in accordance with the Internal Revenue Code of Puerto Rico, as amended, and the corresponding regulations, unless the Designer submits to the Contractor a release issued by the Secretary of Treasury according to the applicable regulations and prevailing at the date of payment. It is the Contractor's responsibility to act in accordance with said release. This provision is made in accordance with the CIAPR Policy on Design Build Contracts of 2022 and the parties hereby release and hold the PRPA harmless for any damage resulting</p>	The parties to the Joint Venture Agreement must set their own terms for payment of services rendered. Payment to JVD/B will be made by the PRPA in accordance with Article 13 of the UGCPW.

No.	Questions	Answers
	to the parties and the PRPA by its implementation.” Please confirm that the 10% retainage from the payment to contractor correspond to Section 1062.03 of the Puerto Rico Internal Revenue Code of 2011, as amended and please confirm that said retainage can be waived by providing the corresponding waiver from Puerto Rico Treasury department.	
25	DB Agreement. We understand that the warranties requested on Article 3 are in general way above the market standards for such type of engagements. For example, in 3.1.6, Design/Builder is required to warrant and guarantee tasks of the “best quality obtainable”, products yielding “first-class results” and materials and equipment of the “highest quality”. Such subjective parameters (best, first-class, highest, etc.) are not only virtually impossible to comply with, but also lead to these obligations becoming uninsurable in the construction insurance market. Would PRPA consider adopting standard market conditions for Standard of Care clauses? As an example, we indicate the wording on Standard of Care provided by the AIA B101-2007, that reads (as adjusted to the terminology of this DB Agreement) – “The Design/Builder shall perform its services consistent with the professional skill and care ordinarily provided by designers and builders practicing in the same or similar locality, under the same or similar circumstances. The Design/Builder shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.” We suggest that the wording in Article 3 should be adjusted to match the usual market standards.	See revised section 3.1.6 of the sample contract..
26	Teaming Agreement. The proposed Teaming Agreement to be executed between the designer and the contractor deals with many matters that are only privy to the designer and the contractor, and the wording proposed by PRPA is not necessarily the wording that fits the needs of the designer and the contractor. Forcing the designer and the contractor to accept many of those terms and conditions creates an unnecessary burden to the designer and contractor, and, in our view, does not bring any benefit to PRPA, which is not even a party to that document. Designer and contractor would prefer to set their own conditions in connection with, for instance, dispute resolution, limitation of liability, or IP related matters. Would PRPA consider the possibility of waiving the need for the Teaming Agreement and instead moving some of the clauses (e.g. the first paragraph of the Dispute Resolution clause) that are important to PRPA to the DB Agreement? Alternatively, if that is not acceptable, would the PRPA accept alternative language to the Teaming Agreement, provided that it does not impact PRPA’s rights?	Yes. The JV Agreement must provide a dispute resolution process that does not impact the PRPA rights keeping in mind that the main objective is finding a way to resolve disputes without interruptions to the Work.
27	6. Per paragraph 9.2 in Article 9 - SCHEDULE AND TIME FOR CONSTRUCTION the time frame between the approval of the Design for Construction and the issuance of the Order to Proceed with the Work is part of the Time for Completion. In	The Respondent should include two (2) weeks between the approval of Issue for Construction documents and the Notice to Proceed for the work. If this time is extended due to the PRPA

No.	Questions	Answers
	<p>this respect, please advise the time frame the PRPA might take to issue the Order to Proceed with the Work after the approval of the Design for Construction and the remedy the Design/Builder will be granted in case that time frame be exceeded.</p>	<p>review time, the additional time will be added to the schedule without penalty.</p>
28	<p>7. In both: - paragraph 12.3 in ARTICLE 12 in Attachment B - SAMPLE CONTRACT, related to the Substantial Completion; and - paragraph 12.5 in ARTICLE 12 in Attachment B - SAMPLE CONTRACT, related to the Final Completion; it is stated as follows: "... At that time the PRPA will assume all responsibilities with respect to the safety, operation, security and protection of the Work, maintenance, utilities, and the contractor's warranties and guarantee periods will begin to run." Please clarify when will the PRPA will assume all responsibilities with respect to the safety, operation, security and protection of the Work, maintenance, utilities, and the contractor's warranties and guarantee periods will begin to run.</p>	<p>In case of discrepancy with, the UGCPW shall prevail.</p>
29	<p>8. Paragraph 18.5 in ARTICLE 18 - UNCOVERING AND CORRECTING WORK in the Attachment B - SAMPLE CONTRACT makes reference to a "one-year time period in paragraph 18.4 above" but there is no such one-year time period mentioned in said paragraph 18.4. Please clarify and revise the wording as might be required.</p>	<p>See revised section 18.5 of the sample contract.</p>
30	<p>9. Paragraph 19.6.b in ARTICLE 19 - SUSPENSION AND TERMINATION in the Attachment B - SAMPLE CONTRACT makes reference to a time period that reads unclear (namely "eighty ninety (80 90) calendar days"). Please clarify the specific time period to be considered.</p>	<p>See revised section 19.6 of the sample contract.</p>
31	<p>2. There seems to be a typo within the liquidated damages stated in Exhibit N for the base bid plus accepted alternate bids 2, 3, and 4 since the daily amounts in letters and in figures do not match. Please advise the right amount and revise the Exhibit N as required.</p>	<p>A revised RFP Cost Proposal Form is included on this addendum.</p>
32	<p>QUESTION 1: The Design Criteria Package states that the pavement sections must include a minimum of 6" of rapid drainage material (RDM). For concrete option, that layer must be placed beneath the PCC section. On the other hand, the Design Criteria Package requires a minimum stabilized base course of 5 inches. According to the FAA AC 150/5320-6G Pavement design, figure 1-2 shown below, in case of stabilized course, a drainage layer should be placed below this second course, unless a geotechnical or pavement engineer recommends a different location.</p>	<p>No – the location of the drainage layer noted in the DCP is not mandatory. Stabilized base beneath the PCC as noted by FAA AC 150/5320-6G is required.</p>

No.	Questions	Answers
	<p>Furthermore, it is our understanding that a drainage layer, placed below the PCC, should be stabilized with asphalt or cement due to the load of the design aircraft.</p> <p>Could you please confirm whether the proposed location of the drainage layer referred in the Design Criteria Package is mandatory?</p> <p>If so, could you please confirm that the rapid drainage material (RDM), as unbound layer, can be placed directly below the PCC?</p>  <p>NOTES: 1. LOCATION AND NEED FOR DRAINAGE LAYER AS RECOMMENDED BY GEOTECHNICAL AND PAVEMENT ENGINEER. 2. WHEN RECOMMENDED BY GEOTECHNICAL AND PAVEMENT ENGINEER.</p>	
33	<p>QUESTION 2:</p> <p>The Design Criteria Package states that pavement sections must include a minimum of 6" of rapid drainage material (RDM). For flexible option, that layer must be placed beneath the asphalt stabilized layer, P-403.</p> <p>According to the FAA AC 150/5320-6G Pavement design, figure 1-1 shown below, drainage layer is recommended to be placed below the subbase.</p> <p>Could you please confirm whether for flexible option, the P-403 is mandatory? Or else, cement stabilized layer as P-304 or P-306 may be proposed?</p> <p>Could you please confirm whether the proposed location of drainage layer referred in the Design Criteria Package is mandatory?</p>  <p>NOTES: 1. LOCATION AND NEED FOR DRAINAGE LAYER AS RECOMMENDED BY GEOTECHNICAL AND PAVEMENT ENGINEER. 2. WHEN RECOMMENDED BY GEOTECHNICAL AND PAVEMENT ENGINEER.</p>	<p>No – the location of the drainage layer noted in the DCP is not mandatory. Follow requirements as outlined in FAA AC 150/5320-6G.</p>
34	<p>73. Once received 6th addendum and pending the answers to our questions send previously, (dated August 22 and September 19, 2022), that we consider essential on the integration of our tender for the bid. Therefore, we allow to require an extension of (2) months since our reception of the answers to the questions send on September.</p>	<p>An extension is provided as part of this addendum.</p>

No.	Questions	Answers
35	<p>This communication is in response to RFP Addendum No. 6, dated November 11, 2022.</p> <p>BQN Airport Partners (the Del Valle Group-Jacobs Team-hereunder Proponent) is hereby resubmitting Legal RFCs submitted on August 22, 2022, restating the 23 legal questions submitted by Proponent seeking clarification to the RFP documents (Attachment A). As of this date, Proponent has not received any response from PRPA. This lack of response is adversely impacting Proponent. In addition, simultaneously Proponent submitted 39 technical questions seeking clarification to the RFP documents. See Attachment B, Technical RFCs Submitted on August 22, 2022. As of this date, Proponent has not received any response from PRPA. This lack of response is adversely impacting Proponent.</p> <p>Proponent is making this request of PRPA to explicitly request resolution to the previously noted contractual requirement relative to “joint and several liability”. See Question 1, and its answer, in RFQ Addendum No. 5, dated August 9, 2021. As provided for in the above referenced RFQ Addendum No. 5, Proponent requests PRPA explicitly waive the joint and several liability provisions of the revised Sample Contract when it is issued. Paragraph 6 of the Answer to the above noted Question 1 provides a way to resolve our issue with joint and several liability as provided below.</p> <p>“ The Puerto Rico Civil Code in its Article 14, 31 L.P.R.A. sec. 5333, provides for the parties to a contract to renounce any rights given by law, such as the joint and several liability. The Contract will contain a section stating the liability of the JV, the Design Professionals and the Builder. Such clauses must be clear and free of ambiguities and as such they have been validated by both State and Federal courts. See <i>Getty Refining & Marketing v. Puerto Rico Ports Authority</i>, 531 F. Supp. 396,400 (1982); <i>Chico v. Editorial Ponce. Inc.</i>, 101 D.P.R. 759, 778 (1973); <i>Cabrera v. Deval</i>, 76 D.P.R. 777, 781 (1954). <i>Torres Solis v. Autoridad Energia Electrica</i>, 136 D.P.R. 302 (1994)”</p> <p>Proponent’s team will continue to be adversely affected unless the future Addendum containing the revised Sample Contract resolves the following issues:</p> <ul style="list-style-type: none"> •waives the joint and several liability clauses as per RFQ Addendum No. 5, and it is reflected as such in the sample contract with the PRPA; •addresses all 23 of the outstanding legal RFCs (see Attachment A); and •addresses all 39 of the outstanding technical RFCs (see Attachment B). <p>Given that the PRPA has not provided a response to any of our technical or legal RFCs and is planning to issue further Addenda, Proponent will continue to be adversely impacted. Therefore Proponent hereby requests a time extension for the submittal of the Technical and Cost Proposals of no less than two months after the PRPA has issued Addenda specifically addressing the</p>	<p>See answers No. 36 to 58 on this addendum.</p>

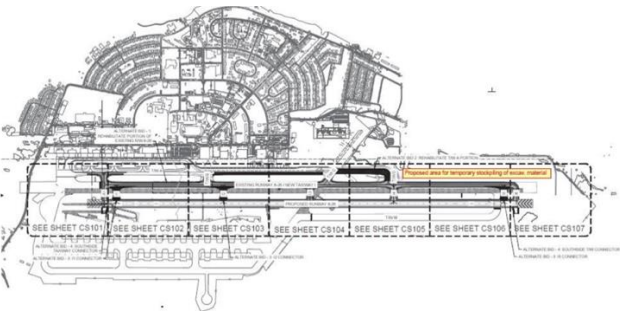
No.	Questions	Answers
	above RFCs and provides a revised Sample Contract for review and comment by Proponent.	
36	1.Under recitals and in section 2.1 the term design/builder contractor is introduced as if it is one party, this is a substantial concern and should not be applied as this is a three-party contract and the parties must be mentioned separately. Is it possible for the draft agreement to be modified accordingly and resent in order for comments to be addressed per section 14.5.3 of the RFP?	A.1 As required by the FAA and based upon 49 USC § 47142 the three-way contract is not compatible with said section of law and its interpretation. Therefore, Addendum 6 mandates as a contractual vehicle for this project a Joint Venture Design Build Contract (JVD/B). There will be only two (2) parties, the Joint Venture and the PRPA. The JVD/B will assume all contractual responsibilities as per Articles 1.1.1.25 and 1.1.1.26 of the Uniform General Conditions for Public Works in Puerto Rico (UGCPW).
37	2.We noticed the Contract is a three-party agreement (Contractor, Designer, Owner), there are only two signatories. Section 2.1 of the proposed Teaming Agreement requires the Contractor and Designer to present a contract for the Designer services to PRPA. Is the Designer expected to sign the main contract? A typical three-party agreement should have three signatories. Please clarify.	As expressed in A.1 a three-way contract will not be used. The JVD/B will be required to present drawings for the project, signed and sealed by a duly licensed Engineer in Puerto Rico, with a Fully licensed in Puerto Rico designer.
38	3.The RFP includes a proposed Teaming Agreement. Can Team Members use the existing executed version of the Teaming Agreement?	The teaming agreement was provided is as a reference when the three-way contract was an option. It no longer is. What is required by Proponents is to provide a Joint Venture Agreement that must include a Dispute Resolution Process following the process outlined in the Teaming Agreement previously provided.
39	4.In our view, the proposed Contract is not suited for a Design-Build Contract. Can we propose a draft Contract for your consideration, instead of red lining the document?	You may provide a draft contract for purposes of discussion, but must provide a copy of it to all short listed proponents so they can comment on it. It is implied that PRPA won't have any obligation to accept any clause or disposition contained in such draft and the final form of the contract will be approved exclusively by PRPA and FAA where applicable. Under this approach, if the draft contract submitted is not acceptable in whole or in part by the PRPA and the party submitting it wins the award, the draft sample submitted by the PRPA must be signed or the PRPA will, at its sole discretion award the contract to the next in line Proposer.
40	5.We cannot find a period of performance for this contract. The proposal form indicates the period to be the Proponents approved schedule, does the owner have an expected period of performance?	Being a Design/Build Contract the performance time will be dependent on the performance schedule that must be submitted as part of the Proposal. The shortest performance time will be look upon positively when grading the Proposal. As Time is of the essence in the performance of the Contract, and since is a design build contract, PRPA will not accept extensions of time during the construction, based on events caused by the JVD/B.
41	6. Can you add a price escalation clause to the RFP to avoid unrealized contingencies?	As a design build contract, all unrealized contingencies are the responsibility of the design-builder, not PRPA; with the exception of such acts of god not covered in the JV contract.
42	7.Since this is a substantial technical and cost proposal effort to prepare the RFP, can you provide a stipend to cover a portion	No.

No.	Questions	Answers
	of the RFP cost in order to provide a much competitive proposal?	
43	<p>8.Section 3 – design/builder’s representations and warranties should be separate sections, one for the design firm and one for the construction contractor.</p> <p>8.i. Article 3.1.6 identifies furnished labor to be the “best quality obtainable”, the work product yielding “first-class results”, furnished equipment and materials the “highest quality”, and work will be “high quality, free from defects”. Will PRPA consider revising such requirements to reflect “industry standard”?</p>	<p>A.8 - No. The single point of contact means that the JVD/B will assume all obligations and responsibilities.</p> <p>A.8.i - As this project requires that all designs and work comply with FAA requirements and safety of an operational airport the standard expressed is appropriate.</p>
44	9.Article 4.5: the first sentence identifies Designer to be responsible for the “professional quality, completeness, technical accuracy, and coordination” of Construction. Will PRPA revise to state the Designer is responsible for the design and the Contractor is responsible for the construction?	As answered in A.1, the Three-way contract will not be used as per FAA norms and answer number A.8. The JVD/B will arrange their respective partners’ responsibilities as they deem fit.
45	10.Article 8.1: requiring the complete Design for Construction 30 days from Order to Proceed in conflict with the provisions of the Design Criteria Package (DCP). Please revise the requirements of Article 8 to be consistent with the DCP – the Proponent defines the project schedule, including the completion of the Design for Construction documents.	The revised sample contract will consider a new language on this article.
46	11.Articles 6, 7, and 8 of the Sample Agreement are not consistent and conflict with the requirements of the DCP. Will PRPA revise these Articles to be consistent with the DCP requirements?	The revised sample contract will consider a new language on this articles.
47	12.In articles 9.5, 9.51 and 10.4 as it relates to Liquidated Damages and Performance Guarantees, can PRPA revise language to reflect that these items are directed to the Contractor only and not the Designer?	It should be understood that per the reasons stated in A.1, the liquidated damages will be the responsibility of the JVD/B. The JV partners can stipulate their respective obligations in the JV Agreement.
48	<p>13.Article 8, Design for Construction, paragraph 8.2, General Standards, of the Sample Agreement requires the Designer to provide a Standard of Care exceeding normal industry requirements for this type of project (specifically “best engineering practices”). Will PRPA revise the existing clause to reflect a Standard of Care consistent with the industry standards? An example of an alternative language is provided below.</p> <p>“Designer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and for the same or similar type of project.”</p>	A.13 - As this project requires that all designs and work comply with FAA requirements and safety of an operational airport the standard expressed is appropriate.
49	14.Article 10, Additional Duties of the Design/Builder Contractor, of the Sample Agreement specifically paragraphs 10.3 (explicitly) and 10.6 (implicitly) make the Designer responsible for the supervision of the construction work and therefore liable for the construction work. Is the intent of PRPA to make the Designer assume the risks of the Contractor which	The intent of the PRPA is to have a single point of responsibility for both the design and the construction, which in this case will be the JVD/B.

No.	Questions	Answers
	conflicts with the COLLEGE OF ENGINEERS AND SURVEYORS OF PUERTO RICO Institutional Policy date April 9, 2022?	
50	15.Section 10.4.1.2 of the RFP refers to a GMP budget price. Can you clarify the intention of the GMP vis a vis the proposal form?	Answer included in Addendum 7
51	16.Article 10.4.4.1 indicates the Cash Flow Scenario; however, it appears the final contract amount will not be covered with the available funding at NTP. Can the Contractor provide the gap financing to optimize the design build schedule instead of waiting for funding availability?	Answer included in Addendum 7
52	17.Will PRPA revise Article 10, ADDITIONAL DUTIES AND RESPONSIBILITIES OF THE DESIGN/BUILDER CONTRACTOR, of the Sample Agreement to clearly define the roles and responsibilities of the Contractor and Designer in separate paragraphs. Also, can Article 10 of the Sample Agreement be re-named to read: "ROLES AND RESPONSIBILITIES OF THE CONTRACTOR AND DESIGNER"? Article 10.3: requires supervision of the Work using "best and highest skill and effort" and states designer is fully responsible for the Work. Will PRPA revise to state Designer is responsible for the design, and Contractor is responsible for the construction? Also, can PRPA please remove "best and highest skill and effort"	See A.8. See A.13
53	18.Article 10.6: requires the Designer to ensure the Project will be constructed in a timely fashion. Will PRPA revise to state Designer is responsible for the design, and Contractor is responsible for the construction?	See A.8.
54	19.Article 11, Payment. Will PRPA revise payment terms to clearly define how the Designer will be paid? For example, Designer will be paid 10 days after Contractor receives payment from PRPA.	See A.1, the designer shall establish their payment terms with the JV. PRPA has no say on that, other than require the JV to promptly pay the designer.
55	20.Article 16.8: Will PRPA remove the terms "best efforts" and "best professional manner" and replace with industry standard terms?	No. See A.13.
56	21.Article 17.11: states extension of time is the only remedy for delay, even if the delay is caused by "changes to the design services or the work". Changes could include additions, for which the Design-Build team should receive both additional time and compensation.	In case the PRPA requests any work not contemplated in the RFP, or a modification of the approved design, the proper change order will include all compensation to the JVD/B for such change. The JV will be responsible for any change caused by designer or contractor.
57	22.Article 21 Indemnity: can PRPA revise language to reflect that each party will indemnify and be responsible for damages caused by their own negligent acts or omissions? In addition, Designer cannot be responsible for damages caused by Contractor, nor support defense obligations. In Article 21.2 Hazardous Materials, Designer shall not be responsible for costs associated with contamination or transport. Can PRPA revise this clause to be directed to the Contractor only?	The JVD/B will be responsible. Designer and/or contractor will be responsible for damages caused by their own negligent acts or omissions to the JVD/B as provided for in the Joint Venture Agreement.
58	23.Article 22 and Appendix 1- Insurance: Request to remove requirements to submit insurance policies. Upon award,	As required by the UGCPW.

No.	Questions	Answers
	Designer will submit an insurance certificate meeting negotiated limits.	
59	6. The new drainage network designed for the new runway and taxiways will discharge into the existing network. Confirmation is requested that the Design-Builder is not responsible for the existing network beyond the project limits.	The Designer is responsible to ensure that the new drainage discharge does not exceed the existing drainage discharge so that the existing network beyond the project limits will not be affected.
60	7. Please confirm that the utility services to the old military area, where the structure demolitions are to take place, are not required to be reestablished and that the old services can be abandoned or removed as necessary.	No utility services related to the demolished buildings will need to be reestablished.
61	9. Following the shifting of the taxiway and the runway 80' to the north, it is our understanding that the impact that said change might have (including but not limited to the need for approval or update of (i) the current Environmental Assessment and (ii) any other permit/documentation that might be affected by this change), and any additional scope that may be required to secure those permits or any other one, are not part of the scope to be considered by the bidders. Should it be otherwise, please clarify in required detail.	This is not part of the scope of this project.
62	10. According to answer number 84 of addendum number 7, the "Environmental Assessment" remains to be approved, including the displacement of the runway 80 feet to the north: a. Does PRPA understand that this approval will be received before awarding the work? b. If it is not approved, how will it proceed?	Approval is complete.
63	12. Paragraph 10.3.6 of RFP sets out a 25-page limit for some content. In that respect, It is our understanding that said 25 pages have to be letter sized. Please confirm or advise otherwise.	The 25 pages shall be letter sized.
64	13. Paragraph 10.6.3. makes reference to "a schedule of values for each cost form" to be submitted "as outlined in the Cost Proposal Form", namely Exhibit N. In this respect, we do not identify wherein said Cost Proposal Forms the criteria to be considered for said schedules of values are outlined. Please advise whether, as paragraph 10.6.3 seems to suggest, there is any schedule of values to be provided in addition to the Exhibit N forms and, if so, please advise whether there is any criteria to be followed when preparing it relating to the level of detail expected, etc. Also, we understand that any required schedules of values would not count to the 25-page limit. Please advise if otherwise.	The schedule of values shall be sufficiently detailed to allow PRPA to understand the costs of all components of the work. The Respondent may develop their own format for providing this information. This will not count towards the 25-page count.
65	16. Further to the information provided within the paragraph 10.8.1 of the RFP relating to the PROJECT DESIGN APPROACH, we request that PRPA advises how the maximum points (namely 40) will be allocated among: a. Project Approach b. Anticipated Problems c. Proposed Solutions to Anticipated Problems	The 40 points will be allocated based on the entire project design approach and will not be split into sub categories. Each sub category will be reviewed and considered to develop the total score for the Project Design Approach.

No.	Questions	Answers
	d. Any other technical submittal listed within Exhibit C counting on this maximum of 40 points	
66	17. Further to the information provided within the paragraph 10.8.1 of the RFP relating to the PROJECT CONSTRUCTION APPROACH, we request that PRPA advises how the maximum points (namely 40) will be allocated among: a. Conceptual Engineering design b. Comments on DCP Any other technical submittal listed within Exhibit K counting on this maximum of 40 points.	The 40 points will be allocated based on the entire project construction approach and will not be split into sub categories. Each sub category will be reviewed and considered to develop the total score for the Project Construction Approach.
67	19. Further to the information provided within the paragraph 10.8.1 of the RFP relating to the ABILITY TO PROVIDE REQUIRED SERVICES WITHIN SCHEDULE, we request that PRPA advises how the maximum points (namely 20) will be allocated to the submittals listed within Exhibit K.	The ability to provide required services within schedule will be evaluated based on presentation of a complete, well-organized schedule that addresses all of the project scope and constraints, outlining phasing, runway and taxiway closures, design, permitting, milestones, critical path items and substantial and final completion. The schedule should give a full picture of the items affecting the schedule.
68	20. It seems the attachments uploaded with addendum 7 have problems and are unable to open once they are downloaded.	This situation was resolved, please verify.
69	21. The RFP has set the project DBE goal at 18%, considering the type of project and the scope and nature of the works to be performed, we request that said DBE goal be revised to a lower value that could represent a more realistic goal for the bidder and the nature of the works within the project.	The JVD/B shall perform a good faith effort to obtain the DBE goal, otherwise, shall submit to the PRPA the efforts done for compiling. See DBE regulation statements on the RFP document.
70	22. On the one hand, paragraph 10.4.4.1 of the RFP sets out that expected funding available at NTP would be \$110M. On the other hand, page 38/46 of Addendum 4 raises that amount to \$115M. Please confirm the current cash flow projection for funds available at NTP. Also, please advise about the additional funding availability, if the same differs from the scenario set out in paragraph 10.4.4.1 of the RFP. If the bid exceeds the available funds within the time foreseen for the execution of the contract, would this imply that the time of the project would have to be extended to adjust it to the "Cash Flow" available by PRPA.	The available funding on hand is approximately \$115M. The RFP outlines the additional cash flow available each year. If the bid exceeds the available funds, PRPA along with the FAA will determine other sources of available funding in order to award the project and move forward.
71	23. Per the Sample Contract issued within the RFP, there seems to be no time limit for the issuance of the Order to Proceed setting the "Commencement Date" for Construction after the Approval for the Design for Construction. In this respect, we request that a cap be defined for the time to be allocated by bidders within their schedules for said period between the Approval for the Design for Construction and the Commencement Date. Also, please indicate the estimated time for the approval of final construction drawings.	The Respondent should include two (2) weeks between the approval of Issue for Construction documents and the Notice to Proceed for the work. If this time is extended due to the PRPA review time, the additional time will be added to the schedule without penalty.
72	25. Please advise whether any communication relating to the remedy and the request for reconsideration process advised within Addendum 6 has been received by PRPA and, if so, please advise the way forward (process and timeline).	A communication from Proposer Del Valle Group was received and answered. No further action on the part of the PRPA is to be expected. Affected Proposers must wait until award to filed a judicial review as per Sec. 4.2 of Law 38-2017.

No.	Questions	Answers
73	<p>26. On the one hand, answer to question 55 of Addendum 7 refers to a 60 acre staging area to be available. On the other hand, the file JVD/B Staging Area.pdf of same Addendum 7 identifies a staging area of aprox. 12 acres only. Please clarify the size and approximate locations of the staging area that will be available to bidders within the airport area.</p>	<p>The correct available area is 12 acres as per detail included in Addendum 7.</p>
74	<p>27. Please advise whether the marked area NW to current runway can be used for temporary stockpiling of excavation material.</p> 	<p>The marked area you have included is located in the AOA area and could be available for that purpose, but the PRPA may suggest other alternatives on the south portion of the airport out of the AOA area. The PRPA shall provide to the JVD/B an adequate area within the airport premises for that purpose.</p>
75	<p>30. In view that (as of the moment of issuance of this RFI):</p> <ul style="list-style-type: none"> a. Key documentation (such as, but not limited to, the attachments to Addendum 7 and the revised draft sample contract) is yet to be made available to the bidders. b. Key RFIs remain unanswered. c. The coming festivities will inevitably hinder the bidder's ability to review those key aspects and properly consider the same in their bid. <p>We request that the bid date be extended. Note: out of the attachments to Addendum 7, only the document JVD/B Staging Area.pdf is available for downloading in the link provided.</p>	<p>See answers provided on this addendum.</p>
76	<p>1. Taking into consideration that additional key documentation is yet to be received and RFI's are yet to be answered we request the date for the submission of RFI's is extended.</p>	<p>This addendum has provided an extension of time.</p>

No.	Questions	Answers												
77	<p>1. First and second items of the Step 2 selection criteria table indicate the following:</p> <table border="1" data-bbox="198 300 818 470"> <thead> <tr> <th>Step 2 Selection Criteria</th> <th>Maximum Points</th> </tr> </thead> <tbody> <tr> <td>Project Design Approach (Project approach, anticipated problems, proposed solutions to anticipated problems)</td> <td>40</td> </tr> <tr> <td>Project Construction Approach (Conceptual engineering design/ comments on design Criteria package)</td> <td>40</td> </tr> </tbody> </table> <p>Nonetheless, it seems that the following is more accurate: considering the items in parenthesis:</p> <table border="1" data-bbox="198 558 818 728"> <thead> <tr> <th>Step 2 Selection Criteria</th> <th>Maximum Points</th> </tr> </thead> <tbody> <tr> <td>Project Construction Approach (Project approach, anticipated problems, proposed solutions to anticipated problems)</td> <td>40</td> </tr> <tr> <td>Project Design Approach (Conceptual engineering design/ comments on design Criteria package)</td> <td>40</td> </tr> </tbody> </table> <p>Please confirm if this was the intent of PRPA.</p>	Step 2 Selection Criteria	Maximum Points	Project Design Approach (Project approach, anticipated problems, proposed solutions to anticipated problems)	40	Project Construction Approach (Conceptual engineering design/ comments on design Criteria package)	40	Step 2 Selection Criteria	Maximum Points	Project Construction Approach (Project approach, anticipated problems, proposed solutions to anticipated problems)	40	Project Design Approach (Conceptual engineering design/ comments on design Criteria package)	40	<p>Yes, this is correct. A revised page 16 of the RFP-Selection Criteria is included as part of this addendum.</p>
Step 2 Selection Criteria	Maximum Points													
Project Design Approach (Project approach, anticipated problems, proposed solutions to anticipated problems)	40													
Project Construction Approach (Conceptual engineering design/ comments on design Criteria package)	40													
Step 2 Selection Criteria	Maximum Points													
Project Construction Approach (Project approach, anticipated problems, proposed solutions to anticipated problems)	40													
Project Design Approach (Conceptual engineering design/ comments on design Criteria package)	40													

END OF ADDENDUM NO. 8



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

December 12, 2022
San Juan, Puerto Rico