

LUIS MUÑOZ MARÍN INTERNATIONAL AIRPORT

ADDENDUM NO. 1

TO THE

BID DOCUMENTS PACKAGE

FOR

REQUEST FOR QUALIFICATIONS

CAROLINA, PUERTO RICO

ADDENDUM NO. 1 – DATE: JUNE 24, 2024

ADDENDUM NUMBER 1

Luis Muñoz Marín International Airport Request for Statement of Qualifications for the Architectural and Engineering Services June 24, 2024

Questions and Responses:

1. *As currently worded, we believe that the indemnity provision Section C-2.6 Hold Harmless of the RSQ is not negligence based and is uninsurable. Would Aerostar please reword the provision as follows: "The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."*

RESPONSE TO Q1: The language will remain unmodified; nonetheless, the elected respondent may provide a contractual liability endorsement as a replacement of the "hold harmless" endorsement.

2. *As currently worded, we believe that the indemnity provision Section 5.7 Hold Harmless of the RSQ is not negligence based and is uninsurable. Would Aerostar please reword the provision as follows: "The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."*

RESPONSE TO Q2: The language will remain unmodified; nonetheless, the elected respondent may provide a contractual liability endorsement as a replacement of the "hold harmless" endorsement.

3. *As currently worded, we believe that the indemnity provision Section 6.1 Indemnity of the RSQ is not negligence based and is uninsurable. Would Aerostar please reword the provision as follows: "The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."*

RESPONSE TO Q3: The Section 6.1 Indemnity provision of the Agreement is a requirement of our Lease Agreement with the Government of Puerto Rico, the language will remain unmodified.

4. *We request that Paragraph 3. in 7.2 Non-Discrimination Laws be removed—this is already covered in the section above.*

RESPONSE TO Q4: Upon review, the Master Services Provider Agreement sub-section 3 in Section 7.2 Non-Discrimination Laws will be removed prior to the execution of the Agreement.

5. *As currently worded in Section 7.8 Integrity and Confidential Information, Paragraph 1 of the RSQ, Aerostar is asking Kimley-Horn to assume the highest professional standards in performing its work. While Kimley-Horn is committed to serving its clients, we are only required to do so in accordance with the professional standard of care, which is the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. The relationship currently described in the RSQ exceeds the Standard of Care to be provided by Design Professionals. Will Aerostar modify this language to comply with the professional standard of care?*

RESPONSE TO Q5: Section 7.8 Integrity and Confidential Information, Paragraph 1 of the Master Services Provider Agreement (Draft) requires a design professional to maintain the highest standards of integrity during the performance of the Agreement. For clarification purposes, this section refers to the adherence of ethical principles and values in the performance of the agreement.

Nonetheless, since the referred language is a requirement of our Lease Agreement with the Government of Puerto Rico, the language will remain unmodified.

6. *Would Aerostar please remove Section 7.8(1) second sentence which is highlighted? We believe that this provision is extremely difficult to comply with given how much work we do with private entities in the area. Given our size as a firm, and the fact that we do not know what clients we are already representing that may have adverse interests to Aerostar, we are worried we cannot comply with this provision. Additionally, this will be nearly impossible for us to enforce given our size and how many public and private clients we currently serve. If Aerostar will not remove the provision, will it agree to limit the provision only to the employees working on this specific project and for the duration of the project only by adding the following?"*

7.8 Integrity and Confidential Information.

1. Provider shall maintain the highest standards of integrity in the performance of this Agreement and any applicable SOW and/or PO, and shall take no action in violation of Commonwealth of Puerto Rico or Federal Laws and Regulations. Provider certifies that it does not represent particular interests in cases or matters that would imply a conflict of interest or public policy between Aerostar and the interests it represents.

RESPONSE TO Q6: This language is a requirement of our Lease Agreement with the Government of Puerto Rico; the language will remain unmodified. In the event of a possible conflict of interests, it is suggested to disclose those relationships which may establish a possible conflict of interest for further review.

7. *As currently worded, we believe that the indemnity provision section 12.2 Independent Contractor of the RSQ is very broad and we would request it be limited to claims arising out of our failure to comply with the employment, insurance and tax requirements in that section. Would Aerostar please reword same to add in the following highlighted text before "this paragraph" in the last sentence:*
Provider will indemnify Aerostar for any claims brought by any individual, employee, government agency, or other party, against Aerostar arising out of any adjudicated failure of Provider to comply with the employment, insurance and tax requirements in this paragraph.

RESPONSE TO Q7: The language in the indemnity provision Section 12.2-Independent Contractor of the Master Services Provider Agreement(Draft) will remain unmodified.

8. We are seeking clarification regarding SF Form 330 for Subconsultants.

C-1.6 SF Form 330.

- a) Prime Consultant
- b) Sub-Consultant(s)

Are you seeking a full SF Form 330 for each subconsultant (Part I – Contract Specific Qualification), Section E. Resumes of Key Personnel, Section F. Projects, Section G. Team Matrix, Section H. Additional Information, and Part II General Qualifications) or select sections of the SF Form 330 for this tab such as a Part II for each subconsultant? Please advise.

RESPONSE TO Q8: SF 330 Part II form will be the only section to be filled for each subconsultant.

9. Regarding Section C-1.6, please confirm that requirement for "SF Form 330" is for the SF330 Part II form only which lists employee numbers and revenue information, as seen in the attached Word Document. This option would avoid duplication of both project sheets and resumes for past experience and key personnel.

RESPONSE TO Q9: Confirmed, SF 330 Part II form will be the one to be filled for each subconsultant.

10. On Page 8, in Section B-8, what was the intended special service for #17 in the list provided?

RESPONSE TO Q10: Special service #17 included in Section B-8 shall be removed.

11. In addition to the 4 hard copies requested, a PDF version is also required. How should the PDF be received by the client? Should a USB flash drive be sent with the hard copies, or should the final PDF file be emailed directly to Luis Faure Bosch at p.d@aerostarairports.com?

RESPONSE TO Q11: USB flash drive shall be included with the hard copies to be delivered to our offices on the RFQ due date.

12. On Page 12, in Section C-1.10 Certifications, it states that we should sign copies of the Federal Certification found in Appendix E. However, there is no Appendix E. Is Appendix D: Certifications the forms that should be filled out for this response package?

RESPONSE TO Q12: Section C-1.10 Certifications statement is related to certifications included in Appendix D.