



CITY OF SAN ANTONIO

P.O. Box 839966
San Antonio, Texas 78283-3966

ADDENDUM I

SUBJECT: Request for Qualifications, **Planning & Design for Runway & Taxiway Improvements (2012)**, dated September 12, 2012.

DATE: September 19, 2012

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED REQUEST FOR QUALIFICATIONS (RFQ)

A. THE ABOVE MENTIONED RFQ IS HEREBY AMENDED AS FOLLOWS:

- 1. RFQ Section IV – Pre-Submittal Conference**, first and third paragraph, change the words from “Terminal 1” to “Terminal A”.
- 2. RFQ Exhibit B – DBE Program Overview and Requirements, DBE Goal**, page 34, add sentence after “THE DBE GOAL FOR PLANNING & DESIGN FOR RUNWAY & TAXIWAY IMPROVEMENTS (2012) UNDER THE CONTRACT IS 11%.” to read:

“The NAICS Code Category: 541330 Engineering Services”
- 3. RFQ Exhibit C – Procedures for Obtaining Airport Personnel Identification Badge & Airfield Driver’s License**, delete in its entirety and replace with:

RFQ EXHIBIT C

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER’S LICENSE

AT

SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white “E” (escort endorsement) on the badge. Furthermore, each badge holder with the white “E” may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a

SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver’s license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white “E” on his badge (and the appropriate airfield driver’s license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6”) tall lettering and/or the company logo must be at least twelve inches (12”) tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued “Top Hat” may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver’s license are as follows:

A. Airport Personnel Identification Badge (SAT ID Badge):

- 1) The Airport Security Personnel Identification Office (AS PIO) is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once the San Antonio International Airport, Planning and Development Division (P&D) has notified the AS PIO of an approved City contract which will require the badging of personnel, the Project Manager (PM) must call (210) 207-3526 to schedule an appointment with the AS PIO to make arrangements to become an Authorizing Signatory for all SAT badges to be issued to the Contractor’s employees working on the contract. Once the Authorizing Signatory has completed the required procedures (i.e., fingerprint-based Criminal History Records Check (CHRC)), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc.) to receive his SAT badge, he will then be authorized to approve applications for other Contractor employees under his responsibility. **Note:** If an employee of Contractor has been convicted of any of the offenses listed in Exhibit RFQ C-1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT.
- 3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor’s Authorizing Signatory has been trained successfully on his responsibilities and completed all phases of the badging process, the website address for Contractor’s employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.
- 4) As of October 1, 2011 badge processing fees are:

<u>Airport Security Badge & ID Office Service</u>	<u>Amount</u>
Fingerprint-based Criminal History Records Check (CHRC)/STA	65.00
Identification Badge (new/renewal/replacement/exchange)	35.00
Non-Returned Identification Badge	75.00
Reactivation of Identification Badge (Security Violation)	
1 st Offense	25.00
2 nd Offense	50.00
3 rd Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints

to conduct a CHRC must be completed before the Contractor's employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete.

B. Airfield Driver License:

- 1) Contact the Airport Operations Office (AOO) at 207-3475 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid Texas Driver License, a current valid Airport Personnel Identification Badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be submitted to the AOO to be kept on file.
- 2) The non-movement classes are held on Mondays and Tuesdays at 9:00 A.M, and Thursdays at 1:00 P.M. The movement classes are held every Tuesday at 1:00 P.M. and Thursday at 9:00 A.M. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.
- 3) There is a \$15.00 Fee for Non-Movement Driver's License, \$20.00 for Movement Driver's License and a \$10.00 Replacement Fee for a lost license. A \$5.00 refund will be issued if the lost license is found within 30 days of the receipt date. For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.
- 4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.

The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 6) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to Planning and Development and at the end of the return process the final payment for the work can be processed.

RFQ EXHIBIT C-1

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306
2. Interference with air navigation; 49 U.S.C. 46308
3. Improper transportation of a hazardous material; 49 U.S.C. 46312
4. Aircraft piracy; 49 U.S.C. 46502
5. Interference with flight crew members or flight attendants; 49 U.S.C. 46504
6. Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506
7. Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505
8. Conveying false information and threats; 49 U.S.C. 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b)
10. Lighting violations involving transporting controlled substances; 49 U.S.C. 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314
12. Destruction of an aircraft or aircraft facility; 18 U.S.C. 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony involving a threat
26. Felony involving:
 - a) Willful destruction of property
 - b) Importation or manufacture of a controlled substance
 - c) Burglary
 - d) Theft
 - e) Dishonesty, fraud, or misrepresentation
 - f) Possession or distribution of stolen property
 - g) Aggravated assault
 - h) Bribery
 - i) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year
27. Violence at international airports; 18 U.S.C. 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d)

4. **RFQ Exhibit D – Draft Professional Services Agreement, Article XI , Indemnification,** deleted in its entirety and replaced with the following language:

XI. INDEMNIFICATION

11.1 Consultant covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages (including but not limited to direct, indirect, special, exemplary, punitive, incidental and consequential damages), losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, intellectual property infringements, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Consultant' negligent or intentional acts, errors or omissions under this Agreement, including any negligent or intentional acts, errors or omissions of Consultant, any agent, officer, director, representative, employee, consultant or subcontractor of Consultant, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.2 The provisions of this Indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Consultant shall advise the City in writing within 24 hours of any claim or demand against the City or Consultant known to Consultant related to or arising out of Consultant's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Consultant's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this paragraph.

11.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under worker's compensation or other employee benefit acts.

11.4 Acceptance of any deliverable or final designs, drawings, plans, specifications, or exhibits by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, plans, specifications, exhibits or other documents and Services; nor shall such acceptance be deemed an assumption of responsibility or liability by the City for any defect in the in the Services, designs, working drawings, plans, specifications, or ex

5. RFQ Exhibit D – Draft Professional Services Agreement, Article XVI, Section 16.7 insert the following section:

16.7 Consultant shall not terminate for convenience a DBE sub-consultant submitted with the proposal and approved by the City or the Aviation Department (or an approved substitute DBE firm) and then perform the work of the terminated sub-consultant with its own forces or those of an affiliate, without prior written permission from the City.

B. QUESTIONS RECEIVED BY CITY STAFF IN ACCORDANCE WITH RFQ SECTION VII ARE ANSWERED AS FOLLOWS:

Question 1: Is there an estimated budget amount for the entire project and/or the design or construction phases?

Response: The current combined project budget is approximately \$57 Million.

Question 2: RFQ Exhibit D, Draft Professional Services Agreement, Section X, Insurance Requirements. Are these limits necessary for design professionals or are they the limits intended for construction?

Comprehensive General Liability: \$5 million per Occurrence/\$15 million
General Aggregate

Response: The Insurance requirements outlined in Exhibit D, Draft Professional Services Agreement are reflected correctly. Some components of the Work will take place on the Airside, therefore the successful respondent and its sub-consultants will be required to show evidence of the coverages listed.

Question 3: The RFQ set page limits for a few specific sections of the Statement of Qualifications (SOQ), but is there a maximum page limit set for the overall SOQ document?

Response: There is no overall page limit for the SOQ, however, respondents may not include unsolicited information that has not been specifically requested in the RFQ.

Question 4: RFQ, Section VII, Submission of SOQ's states that "Font size shall be no less than 12-point type." Does the 12-point requirement apply to tables, charts, graphics, and captions?

Response: Yes, the 12 point font applies to all.

Question 5: RFQ, Section VII, Submission of SOQ's states that "Margins shall be no less than 1" around the perimeter of each page." Does the 1" margin requirement apply to pages that contain only tables or graphics, including the one-page organization chart?

Response: The 1" margin does not apply to tables and graphics.

Question 6: RFQ, Section VII, Submission of SOQ's. Does the 1" margin area have to be completely blank, unused white space, or can a graphical page header with the SOQ name, and/or a small footer with the date, firm name, and page number fall within that 1" area at the top and/or bottom of the page?

Response: Headers and footers within the 1" margin area are acceptable.

Question 7: RFQ Attachments, Attachment 4, DBE Form 2, page 2 is titled *Declaration of Prime Contractor*. The fields provided for the Declarant and the firm name say "Prime Contractor". The bottom of the page, however, says that this page should be submitted for each subcontractor. Can you please clarify whether the "Declaration of Prime Contractor" page should be filled out by each subconsultant even though the phrase "Prime Contractor" is used on this form?

Response: Page 15 is the second page of the DBE Form 2 "*SAN ANTONIO INTERNATIONAL AIRPORT (SAIA) LETTER OF INTENT FOR FEDERALLY FUNDED CONTRACTS*". The sub consultants' signature line is located on the 1st page of this form (Page 14 of the RFQ Attachment). The completed form is required for each sub-consultant. The "Affirmation" is made by the sub-consultant. The "Declarant" is the Prime Contractor.

Question 8: RFQ Exhibit B, DBE Program Overview and Requirements, DBE Goal, page 34. Does the DBE goal of 11% include services other than Planning and Design such as Construction Services and Post Construction Services?

Response: The DBE Goal is on the entire contract, not a specific scope category.

Question 9: RFQ, Section II, Scope of Services. Are surveying services in support of planning or design efforts included in the Scope? Is there topographic data?

Response: RFQ, Section II, Scope of Services, Planning and Design Services, page 6 states "*Perform site investigations to include but not be limited to geotechnical investigations, surveys to include underground features, and review of existing record documents.*" This would encompass standard survey services as part of the site investigations noted. A draft Airport Geospatial Information System (AGIS) database will be available for information only.