



NORMAN Y. MINETA  
**SAN JOSE**  
INTERNATIONAL  
A I R P O R T

**CITY OF SAN JOSE**

**REQUEST FOR PROPOSALS (RFP)**

**TERMINAL AREA IMPROVEMENT PROGRAM  
(TAIP)  
DESIGN BUILD**

**FOR THE**

**NORMAN Y. MINETA  
SAN JOSE INTERNATIONAL AIRPORT**

**PART 1, PROJECT OVERVIEW AND RFP INSTRUCTIONS**

February 17, 2006

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# **1 INTRODUCTION**

- 1.1** The City of San José (referred to as “City” or “CSJ” or “SJC” in this document) is in the process of revising the Airport Master Plan establishing the projects and schedules that will be pursued as part of the Airport Terminal Area Improvement Program at the Norman Y. Mineta San José International Airport (Airport). The Airport Terminal Area Improvement Program includes new construction of both permanent and temporary terminal facilities, roadway improvement projects, surface and garage parking improvements, and the rehabilitation and demolition of existing terminal facilities. Upon completion of the first phase of improvements, the airport will have two distinct terminals, a total of 31 gates, and a circulatory roadway serving both terminals and parking areas immediately adjacent to the terminals.
- 1.2** The City is seeking a qualified firm (Proposer) for the design and construction of the projects that make up the Airport Terminal Area Improvement Program—Phase 1 at the Airport. The City seeks to procure the services described in this document for the Airport. Only a general introduction is provided in this section. For additional details on the Request for Proposals (RFP) scope, refer to Section 33, “General Scope of Services”, Section 34, “Project Descriptions”, and the RFP Appendices.
- 1.3** The following projects are included in the Airport Terminal Area Improvement Program—Phase 1:
  - 1.3.1** Modifications to existing Terminal A
  - 1.3.2** Temporary Passenger Processing Center for existing Terminal C
  - 1.3.3** Demolition of Terminal C—Phases 1 and 2
  - 1.3.4** New Terminal B—Design of All Phases and Construction of Phase 1
  - 1.3.5** Roadway Improvements
  - 1.3.6** Surface Parking Lot
- 1.4** The Airport Terminal Area Improvement Program—Phase 1 projects shall be fully functional no later than March 2010. In addition, individual project elements have interim milestones that must be met (refer to Section 34, “Project Descriptions”). Ticketing, baggage and security screening functions shall be deployed as required to meet current and anticipated needs.
- 1.5** Other projects will be developed by the Airport concurrently with those identified in 1.3 above. The successful Proposer will be required to interface with the other projects to support the scope and schedules for all projects. Refer to Section 34, “Project Descriptions”, for additional information regarding interfacing projects.
- 1.6** The City reserves the right to add other optional projects to the contract with the successful Proposer. These optional projects are further described in Section 34, “Project Descriptions”. The optional projects are:
  - 1.6.1** North Concourse (Assignment of remaining construction work)
  - 1.6.2** Rental Car Garage (RAC) (Assignment of construction)
  - 1.6.3** Public Parking Garage (Assignment of construction) or Parking Lot (Design and Construction)
  - 1.6.4** Terminal A Baggage Screening Improvements

- 1.7 The Terminal Area Improvement projects shall be designed on a schedule to be established by the City and included in the contract and with flexibility to align with and support existing facilities, other Airport improvements, and the operational needs of the active Airport.
- 1.8 Through the RFP review and evaluation process, the City shall identify the Proposer best able to provide the design and construction of the projects on schedule and within budget. The City will then contract with this firm to implement the Terminal Area Improvement Program—Phase 1.

## **2 COMPLETE RFP**

This RFP is made up of several sections. Proposers should fully review the entire RFP document, which includes the following documents. The City will furnish proposers with a copy of any missing documents upon request, but assumes no responsibility should any of the required documents be missing from any proposal submitted to the City.

### **2.1 Part 1, Project Overview and RFP Instructions.**

**2.1.1** This document includes all RFP instructions, response forms, a general overview of this requirement, and a high level scope of services.

### **2.2 Part 2, Response Forms, (consisting of the following Attachments):**

**2.2.1** Attachment A, Notice of Intent

**2.2.2** Attachment B, Proposer Form

**2.2.3** Attachment C, Minimum Qualifications Application

**2.2.4** Attachment D, Acknowledgement of Addenda

**2.2.5** Attachment E, Local and Small Business Preference

**2.2.6** Attachment F, Exemplar Agreement

### **2.3 Appendices**

**2.3.1** Appendix A, Terminal Zone Improvement Program – Conceptual Layout

**2.3.2** Appendix B, Roadway Improvements Conceptual Layout

## **3 NOTICE OF INTENT TO SUBMIT A PROPOSAL**

The City requests interested firms submit a Notice of Intent to Submit a Proposal (refer to Attachment A). The City will make available foundational material related to the project to those firms submitting a Notice of Intent. Submission of the Notice of Intent is not mandatory; however, the City will not distribute the foundational material to firms that have not submitted a Notice of Intent. Notices may be filed anytime after the City Council approval of this RFP.

#### **4 PROPOSER INFORMATION**

Proposers shall complete and submit with their proposal the Proposer Form (Attachment B). If the proposer is a team or joint venture (JV), each entity comprising the team/JV shall provide information as requested.

#### **5 MINIMUM QUALIFICATIONS**

Proposers must meet the following minimum qualifications to be eligible for further consideration in the selection process: 1) proposers must receive a passing score on the Minimum Qualifications Application (Attachment C) and 2) proposers must meet the minimum project experience requirements as stated below.

**5.1 Minimum Qualifications Application (MQA)**—Proposers shall complete and submit with their proposal the MQA documents. The MQA has two parts, one for contractor-related information and experience, and another for designer-related information and experience. The MQA contains instructions for completing the MQA documents. Each contractor entity and each designer entity comprising the team/JV must achieve a passing score on the MQA in order for the team/JV to be eligible for further consideration.

**5.2 Minimum Project Experience**—Proposers shall have the following minimum project experience:

**5.2.1** Proposer or at least one member of a team/JV shall have completed a minimum of one (1) contract with the following characteristics:

**5.2.1.1** Contract must have been for design and construction services.

**5.2.1.2** Contract must have been completed within the last 10 years.

**5.2.1.3** Contract value must have been greater than \$75 million if contract was held solely by an individual entity. Alternatively, firm's portion of a contract held through a JV agreement must have been greater than \$75 million.

**5.2.2** Proposer or at least one member of a team/JV shall have also completed a minimum of one (1) contract with the following characteristics:

**5.2.2.1** Contract must have been for design or construction services, or both.

**5.2.2.2** Contract must have been completed within the last 10 years.

**5.2.2.3** Contract must have been at a medium or large hub, or comparably sized airport.

**5.2.2.4** Contract value must have been greater than \$75 million if contract was held solely by an individual entity. Alternatively, firm's portion of a contract held through a JV agreement must have been greater than \$75 million.

**5.2.3** The City will evaluate project experience presented pursuant to Section 11.5 below in order to determine if a proposer meets the minimum project experience requirements. Separate project experience submittal information is not required for this Section 5. Proposers shall include all project information required to evaluate compliance with the minimum project experience requirements in their response(s) to Section 11.5.

## 6 PROCUREMENT TIMELINE

Day/Date/Time	Activity
Wednesday, March 8, 2006	Request for Proposals (RFP) advertised.
Wednesday, March 15, 2006 10:30 AM Pacific Standard Time (PST)	<b>Mandatory</b> Pre-Proposal Conference located at the City Council Chambers, San José City Hall, 200 E. Santa Clara St., San José
Tuesday, March 28, 2006 5:00 PM, PST	Deadline for submitting written questions. (Note that questions may be submitted at anytime prior to this date)
Tuesday, April 4, 2006	City to issue addendum responding to proposer written questions.
Tuesday, April 18, 2006, 3:00 PM Pacific Daylight Time (PDT) <b>Late proposals will not be accepted! – see Section 10</b>	Proposals Due. Deliver to: 1732 N. First St., Suite 600 San Jose, CA 95112 Attention: Craig Temple
Monday, April 24, 2006	Notifications sent to proposers invited to oral interviews.
Friday, April 28, 2006	Oral Interviews. April 24 <sup>th</sup> notifications will identify location and time.
Tuesday, May 9, 2006	All proposers notified of final scoring results.
Tuesday, May 23, 2006	City Council approval of final ranking and authorization to negotiate with top-ranked proposer(s).
June & July, 2006	Negotiations
August, 2006	City Council award of contract.

## 7 CONTACT INFORMATION

Name/Title	Contact Information
Craig Temple Senior Engineer	1732 N. First St., Suite 600 San Jose, CA 95112  Phone: (408) 501-0370 Fax: (408) 441-0188 e-mail: <a href="mailto:ctemple@sjc.org">ctemple@sjc.org</a>

## 8 MANDATORY PRE PROPOSAL CONFERENCE

- 8.1 The conference date, location and time are listed in Section 6.
- 8.2 The purpose of this conference is for City Staff to provide a general overview of the RFP requirements, including the RFP process and timeline. Attendees will be allowed to ask questions at this conference.
- 8.3 Oral responses given at this conference are not binding to the City. Only responses and clarifications issued via formal written addenda shall be binding.
- 8.4 Attendance is limited to a maximum of five representatives from each company, including subcontractors.

## 9 PROCEDURE FOR SUBMITTING QUESTIONS and INQUIRIES

Questions pertaining to this RFP should be submitted via e-mail or fax to the contact person identified in Section 7. Please submit all questions by the deadline. The City will provide a written response to all pertinent questions in the form of an Addendum.

## 10 LATE PROPOSALS

**Late proposals shall be rejected and returned to the proposer. This deadline is absolute and proposals received after the due date and time will not be considered. Proposers must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.**

## 11 RESPONSE DOCUMENTS / SUBMISSION REQUIREMENTS

In order to expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores. Conflicts between any of the Proposal documents shall be resolved by the City in its sole discretion. Proposals shall include the following information in the format indicated:

### 11.1 General Information

- 11.1.1 Submit ten copies of the technical proposal clearly marked on the box and on the cover or title page of each proposal as follows: **Proposal for Terminal Area Improvement Program Design Build**. In addition, include an electronic copy of your proposal on a CD, in pdf format.
- 11.1.2 Refer to the procurement timeline in Section 6 for due dates and delivery locations.
- 11.1.3 All Proposals shall be bound documents.
- 11.1.4 The Proposal is limited to one hundred (100) pages, not including attachments. Proposals shall be concise but complete.
- 11.1.5 All pages shall be sequentially numbered and a table of contents shall be provided.
- 11.1.6 The font size on each page shall be 11 point Times New Roman font.

**11.1.7** The pages shall be single-sided.

**11.1.8** The Proposal shall include all of the following sections.

**11.2 COVER/TRANSMITTAL LETTER:**

The cover letter shall include the name of the Proposing firm, team or joint venture arrangement (if applicable), contact person information, and any subcontractors that may be hired for the project. Include the location of the office through which the services would be conducted. Distinguish between permanent offices and project delivery offices.

**11.3 SECTION 1: PROPOSING FIRM DESCRIPTION**

Briefly describe the history, mission, and structure of the firm. Include number of years in business, location of headquarters and local offices, and number of employees.

**11.4 SECTION 2: PROPOSER TEAM DESCRIPTION**

Describe the organization of the Proposer's team. Include the point of contact to the City. Specify the project manager for the project. Include the names and brief resumes of key individuals who would be responsible for specific tasks in the Scope of Work. Include a matrix relating tasks to individual names. Include an estimate of time available for the individual to dedicate to this project. Describe the ability of the firm and proposed project team to initiate the services defined in the Scope of Work in a timely manner.

**11.5 SECTION 3: PROPOSER EXPERIENCE**

Describe previous project experience on all previous or ongoing projects of similar type, scope and magnitude especially at airports, large public projects or large private projects. Provide total project value, firm's contract value, and firm's scope of services. Descriptions should be very specific and should describe the project parameters in detail and what the extent of responsibilities were, without over generalizing. Descriptions should address (at a minimum): project management, design, design management, construction, and construction management services.

Describe the capabilities the lead firm has in-house. Describe the same services for all proposed team members and how these services would be utilized for this project. Detail the specific role each team member would play.

Describe if projects were completed on schedule and on budget. Include reference contact information (with current phone numbers) for all projects listed.

**11.6 SECTION 4: PROJECT SPECIFIC APPROACH**

Submit a project execution plan describing how your team would manage the project. The execution plan should discuss the following as a minimum:

**11.6.1** Project cost control

**11.6.2** Subcontract administration

**11.6.3** Purchasing plan

**11.6.4** Scope control during 1) planning, 2) design and 3) construction

- 11.6.5** Contingency control
- 11.6.6** Scope development / value engineering
- 11.6.7** Schedule management / schedule recovery
- 11.6.8** Interdisciplinary coordination during 1) planning, 2) design and 3) construction
- 11.6.9** Quality Assurance and Quality Control policy and enforcement during 1) design and 2) construction
- 11.6.10** Market based cost estimating
- 11.6.11** Management tools
- 11.6.12** Risk management methodology
- 11.6.13** Execution of design
- 11.6.14** Airport terminal planning / functional design confirmation process
- 11.6.15** User interface / data collection process
- 11.6.16** Design to cost management and historical success rate
- 11.6.17** Roadway / landside design approach
- 11.6.18** Architectural design philosophy
- 11.6.19** Joint design-construction delivery experience, historical results & approach for this project
- 11.6.20** Describe how construction personnel will be involved in the design process
- 11.6.21** Execution of construction
- 11.6.22** Procurement plan
- 11.6.23** Contracting plan
- 11.6.24** Prequalification of subcontractors
- 11.6.25** Safety policy/procedures
- 11.6.26** Testing and inspection coordination
- 11.6.27** Project controls during construction
- 11.6.28** Describe how designers will provide construction design services
- 11.6.29** Change order process

### **11.7 SECTION 5: PROJECT SPECIFIC SCHEDULE**

Prepare a milestone level schedule for phasing the installation of all the projects with the exception of those designated in this RFP as optional project elements. Schedule should be prepared using actual dates beginning with an assumed notice to proceed of September 1, 2006.

### **11.8 SECTION 6: FINANCIAL INFORMATION**

Proposer may provide any additional information regarding financial condition of the proposer/team that may be relevant to the proposer's ability to perform the contract. Information may include annual reports or other financial documents.

### **11.9 SECTION 7: OPTIONS, ALTERNATES AND INNOVATIONS**

The Proposer shall submit a detailed narrative of any recommended options, alterations or innovations to the proposed contracting methodology (refer to Section 33, "Scope of Services" and Attachment G, Exemplar Agreement). As part of the narrative, the proposer should address the following questions at a minimum: 1) What are the advantages and disadvantages of using the Design-Build project delivery method for this project? 2) What are the advantages and disadvantages of using the specific proposed Design-Build project contracting methodology for this project? 3) What are the advantages and disadvantages of using the proposed alternate for this project?

The narrative should clearly delineate any proposed modifications and also include the reason(s) for the proposed modification as well as detailing any cost, interface, schedule or other impacts. Describe your experience in delivering a project with this execution methodology and why this modification is recommended.

For multiple suggested modifications or alternates, the Proposer shall, in addition to the detailed narrative described above, provide a "Matrix of Alternatives" summarizing the key elements, advantages, and disadvantages.

If a Proposer suggests modifications to specific language in the Contract Terms, the Proposer shall use the following notation:

Red and underlined for inserted text.

~~Red and strikethrough for deleted text.~~

The City reserves the right, in its sole discretion, to reject any or all alternatives proposed by any Proposer.

### **SECTION 8: ATTACHMENTS**

The following documents (some of which are Attachments in Part 2) must be completed and submitted with your proposal:

**11.9.1** Attachment B, Proposer Form, completed and signed

**11.9.2** Attachment C, Minimum Qualifications Application(s), completed and signed

**11.9.3** Attachment D, Acknowledgement of Addenda, complete this form as acknowledgement that all City issued addenda have been received and acknowledged.

The following documents (which are Attachments in Part 2) should be completed and submitted with your technical proposal. Failure to submit with your proposal will not result in the immediate rejection of your proposal, however, it may result in a lower overall score.

**11.9.4** Attachment E, Local and Small Business Preference, this form must be provided if the proposer is requesting consideration. If this form is not included with your proposal, consideration for local and small business preference shall not be granted. This form may not be submitted at a later date.

## **12 SELECTION PROCESS and SELECTION CRITERIA**

### **12.1 The selection process will consist of four (4) steps as outlined below:**

**12.1.1 Step 1—Minimum Qualifications:** Proposals will be reviewed to ensure that all minimum qualifications are met per Section 5 and Attachment C. Proposals will also be reviewed to determine if all required documentation has been submitted. If a proposal does not meet the minimum qualifications or is incomplete, no further evaluation will be conducted and the proposer will be removed from further consideration.

**12.1.2 Step 2—Shortlisting:** The City reserves the right to perform a review of proposals in order to formulate a shorter list for further consideration. The City expects to perform Step 2 if more than five (5) proposals pass Step 1. Regardless of the number of proposals passing Step 1, the City may determine that it is in the best interest of the City to forego Step 2. Scoring of proposals in Step 2 will be in accordance with the Selection Criteria. The primary goal of Step 2 is to screen proposals to only those proposers that can reasonably achieve award of contract.

**12.1.3 Step 3—Qualifications Evaluation:** The Step 3 evaluation will consist of one or two activities. They are as follows:

**12.1.3.1 Review and Scoring of Proposals—**scoring of proposals will be in accordance with the Selection Criteria. If the City decides to shortlist, then this activity will occur during Step 2 of the Selection Process.

**12.1.3.2 Oral Interviews—**proposers will be invited to present oral presentations for the purpose of introducing key members of the proposed implementation team, and allowing the City to fully understand the proposer's ability to meet the selection criteria.

With the exception of points assigned to local and small business preference, proposers must score at least one-half, or 50%, of the total available points for each category that is being scored. Failure to do so will result in disqualification of that proposal from further consideration.

**12.1.4 Step 4—Total Scoring:** Overall scoring will combine the results of the proposal and oral interview evaluations, resulting in a final ranking of the firms. The City will recommend to the City Council that negotiations commence with the highest ranked firm.

## 12.2 Selection Criteria and Scoring

The proposers will be scored according to the following criteria:

<u>Selection Criteria</u>	<u>Maximum Possible Points</u>	<u>Points Earned</u>
<p>1. Project Specific Approach</p> <ul style="list-style-type: none"> <li>A. Proposed Project Team Organization, Experience &amp; Abilities</li> <li>B. Schedule Approach for the Project Elements</li> <li>C. Cost Management Approach for the Project Elements</li> <li>D. Design Approach for the Project Elements</li> <li>E. Approach to Staging and Phasing of Project Elements</li> <li>F. Initial Costs and Life Cycle Costs</li> <li>G. Safety Plan &amp; Procedures</li> <li>H. Managing Projects to Minimize Impact to Airport Operations</li> <li>I. Demonstrated Financial Capabilities to Carry Out the Project</li> <li>J. Bonding Capacity</li> <li>K. Use of Qualified Subcontractors and Subconsultants</li> <li>L. Labor Force Utilization in Support of Schedule &amp; Budget</li> <li>M. Complying with City Policies for Green and Environmentally Sustainable Buildings</li> <li>N. Innovative Methods for Project Delivery Proposed               <ul style="list-style-type: none"> <li>i) Design, Construction, &amp; Cost Saving Innovations</li> <li>ii) Warranty, Bonding, &amp; Insurance Coverage Proposals</li> </ul> </li> </ul>	25	
<p>2. Deliver Quality Projects On Time and Within Budget</p> <ul style="list-style-type: none"> <li>A. Demonstrated Success in Budget Control / Budget Techniques &amp; Procedures</li> <li>B. Demonstrated Success in Schedule Control / Scheduling Techniques &amp; Procedures</li> <li>C. Demonstrated Success in Scope Control Within Established Budget &amp; Schedule / Scope Management Techniques &amp; Procedures</li> <li>D. Demonstrated Success in Quality Assurance / Quality Assurance &amp; Quality Control Plan(s)</li> </ul>	25	

<u>Selection Criteria</u>	<u>Maximum Possible Points</u>	<u>Points Earned</u>
3. Previous Project Experience A. Relevant Design Build Project Experience History B. Relevant Airport Project Experience History C. Relevant Large Project Experience History D. Design & Construction Management Techniques E. Project Team Organization, Experience & Abilities F. Innovative Methods for Project Delivery History i) Design, Construction, & Cost Saving Innovations ii) Warranty, Bonding, & Insurance Coverage Proposals G. Dispute and Litigation History	20	
4. Commitment to Stakeholder Participation A. Managing Owner Input to the Design and Construction Process B. Effective Communications with All Stakeholders During All Aspects of the Project C. Mitigate Construction Impacts on Airlines, Businesses, Residents and Airport Users	10	
5. Commitment to City's Organizational Goals, Policies and Codes A. Past History of Compliance & Project Proposal for Complying with all Applicable Laws, Regulations, Codes and Requirements B. Past History & Project Proposal for Providing a Safe & Harassment Free Work Environment C. Past History & Project Proposal for Assuring Nondiscrimination and Nonpreferential Treatment D. Past History & Project Proposal for Complying with Prevailing Wage and Contract Compliance Requirements	5	
6. Labor Peace Plan Pursuant to Municipal Code Section 14.07.360	5	
7. Local Business Preference	5	
8. Small Business Preference	5	

## **13 GENERAL INFORMATION**

**13.1 Competitive Process**— The City intends to award an agreement to the most qualified proposer whose proposal best meets the needs of the City.

**13.2 Single Proposal**—A proposer shall only submit one proposal in response to the RFP, and no member of a proposer team or joint venture shall participate in the submission of more than one proposal. Subcontractors may participate in more than one proposal. Any firm that is listed on the Proposer Form (Attachment B) is considered a proposer and is not considered a subcontractor.

**13.3 Listing Subcontractors**—Proposals shall identify each person or entity to whom the proposer intends to or anticipates subcontracting obligations under the Design Build contract. The proposal shall specify the trade of such person/entity, or the type of work to be performed by such person/entity. The subcontractor listing in the proposal may be added to or otherwise amended prior to award of contract only when necessary to address changes in the proposal resulting from negotiations with the City.

After award of contract (and pursuant to Municipal Code Section 14.07.800), a substitution of a construction subcontractor will be subject to the requirements of the Public Works project substitution process as identified in the City's Standard Specifications (Section 2-1.15). After award of contract (and pursuant to Municipal Code Section 14.07.810), addition of subcontractors shall be in accordance with the subcontractor bidding process identified in the design build contract.

**13.4** All questions/inquiries must be made through the City's designated contact person (see Section 7). Contact with representative(s) other than the City's designated contact person as listed in this RFP is grounds for disqualification. Notwithstanding the preceding sentence, nothing in this RFP shall prohibit any member of a Design-Build Entity or any persons working for or representing a Design-Build Entity from communicating with any person in the City, including, but not limited to, the City Council, regarding an alleged failure of a City employee to follow the procedures or requirements governing the request for proposals, or any alleged misconduct or impropriety of a City employee related to the request for proposals

**13.5** The City reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the Proposer.

## **14 ADDENDA AND INTERPRETATION**

**14.1** The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail or fax to the attention of the City's designated contact person named in Section 7.

**14.2** Proposer requests for clarification shall be deliverable as stated in Section 9. Any City response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become part of this RFP.

**14.3** Receipt of all addenda shall be acknowledged using Attachment D, "Acknowledgement of Addenda". This form must be completed and returned with the proposal.

**15 PROPOSAL SUBMISSION**

- 15.1 This RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.
- 15.2 After acceptance of the successful proposal by the City, the successful Proposer (s) shall be obligated to enter into an agreement consistent with the proposal submitted.
- 15.3 Should the successful Proposer fail to execute the agreement, the City shall have the right to award to the next responsive Proposer.

**16 COMPENSATION**

All Agreements resulting from this RFP shall indicate maximum not-to-exceed amounts. Under no circumstances will the total compensation exceed the negotiated and agreed upon maximum not-to-exceed amounts.

**17 ACCEPTANCE OR REJECTION OF PROPOSAL**

The City reserves the right to accept or reject any item or group(s) of items of a response. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal. The City may take any of the following actions subsequent to a rejection of all proposals: 1) re-issue the RFP in the previous form, 2) prepare a revised RFP for approval by the City Council, or 3) discontinue the competitive process for award of a design build contract.

**18 GENERAL TERMS AND CONDITIONS OF AGREEMENT**

- 18.1 Upon conclusion of the RFP process, City Staff will make a recommendation to the City Council regarding the selection based upon the evaluation of the proposals. The City will enter into negotiations with one or more Proposer(s). Proposer(s) shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City’s Standard Terms and Conditions. Attachment F, Exemplar Agreement, outlines the City and its standard terms and conditions as part of the agreement between the City and the successful Proposer. The City reserves the right to negotiate project deliverables, associated costs, and other terms of the agreement.
- 18.2 All agreements will require the Proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations.

**18.3** An agreement shall not be binding or valid with the City unless and until it is approved by the City Council and executed by authorized representatives of the City.

## **19 INSURANCE REQUIREMENTS**

**19.1** The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment F. The City is considering an Owner Controlled Insurance Program (OCIP) for this project. The City reserves the right to request the successful proposer to enter into negotiations for coverage of the project under the OCIP. In addition, the City may consider alternative proposals for insurance coverage. Any alternative insurance coverage proposal should be presented in accordance with Section 11.9, "Options, Alternates and Innovations".

**19.2** All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. Any amendment or waiver of the insurance requirements are subject to the written approval of the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsements.

## **20 BONDS**

**20.1 Performance and Payment Bonds**—The successful Proposer shall deliver to the City, upon commencement of individual construction packages, performance and payment bonds in forms acceptable to the City in the full amount of the construction value to guarantee the faithful performance and payments. Bonds shall be maintained for each construction package until the package has been completed and the City consents to the release of the bonds.

It is therefore anticipated that the bonding requirements will vary throughout the duration of the contract as construction amounts are agreed upon, construction commences and completes.

The City reserves the right to negotiate the bonding level requirements. The City will also consider other guarantees (bank letters of credit, or other guarantees) in lieu of the performance and payment bond requirements.

**20.2 Warranty Bonds**—The successful Proposer shall deliver to the City upon completion of each project element and shall maintain, for the period specified in the contract, warranty bonds in forms acceptable to the City in an amount specified in the contract to guarantee the faithful performance on the facility warranties.

## **21 EXAMINATION OF PROPOSED MATERIAL**

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of a proposal shall be considered after its submission on grounds that the Proposer was not fully informed as to any fact or condition.

## **22 LOCAL AND SMALL BUSINESS PREFERENCE**

It is the policy of the City of San José to encourage local and small business activity. Effective June 18, 2004, the City adopted Ordinance 27136, which established a Local and Small Business Preference Policy for the procurement of supplies, materials, equipment, general services and consulting services. In order for your company to be eligible for local and/or small business preference, you must complete Attachment E, Request for Contracting Preference for Local and Small Businesses. If you fail to complete this form and submit it with your proposal, your company will be denied consideration for local/small business preference. This information cannot be submitted later.

## **23 OWNERSHIP OF PROPOSALS / PUBLIC NATURE OF PROPOSAL MATERIAL**

- 23.1** The drawings, specifications and other information contained in a proposal shall remain the property of the Design-Build Entity making the proposal unless and until the City accepts the proposal. Ownership of the drawings, specifications and other information contained in a proposal that the City has accepted shall be determined in accordance with the terms of the Design-Build Contract.
- 23.2** At such time as staff recommends a Proposer to the City Council, all submittals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each submittal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any submittal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary,” shall be regarded as non-responsive.
- 23.3** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary”, the City and its related entities will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

## **24 DISQUALIFICATION**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 24.1.1** Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal;
- 24.1.2** Failure to direct all questions/inquiries through the purchasing contact.
- 24.1.3** Any attempt to improperly influence any member of the selection staff;
- 24.1.4** Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City and/or its related entities;

**24.1.5** Evidence of incorrect information submitted as part of the proposal;

**24.1.6** Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and

**24.1.7** Proposer's default under any agreement, which result in termination of such Agreement.

## **25 NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Except as otherwise provided in Section 11.9 above, any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for rejection of the proposal, at the sole discretion of the City.

## **26 PROHIBITION OF GIFTS**

**26.1** City officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms or corporations either engaged in business with the City or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposers should not offer any gifts or souvenirs, even of minimal value, to City officers or employees.

**26.2** The offer or giving of any gift prohibited by the San Jose Municipal Code shall constitute a material breach of the Agreement by the Proposer. In addition to other remedies the City may have by law or equity, City may terminate the Agreement for such breach.

## **27 NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT**

All Proposers shall certify that they will fully comply with all Federal and State of California laws pertaining to nondiscrimination, and Chapter 4.08 of the San Jose Municipal Code, and shall certify that they will not discriminate against or grant preferential treatment to any subcontractor on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in the performance of City of San Jose contracts or agreements.

The City's Office of Equality Assurance will investigate any complaints and make determinations with regard to any allegation of discrimination or preferential treatment.

## **28 CITY BUSINESS TAX**

The Proposer(s) shall be required to comply with the San Jose Municipal Code Chapter 4.76 with respect to payment of the City Business Tax prior to any commencement of work. Contact Finance/Treasury at (408) 535-7055 to determine the applicable tax costs.

## **29 ENVIRONMENTAL POLICIES**

- 29.1** The Terminal Area Improvement Program projects will be required to comply with the City's Green Building Policy. One specific requirement of this policy is that all City facilities greater than 10,000 square feet be designed and constructed to meet San José LEED™ Certified rating.
- 29.2** The City has adopted an "Environmentally Preferable Procurement" (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed. In support of this policy, the successful Proposer will be required to work with the City to apply this policy where it is feasible to do so. In addition, Proposers should address any environmental considerations with their proposal response.

## **30 OBJECTING TO RECOMMENDATION**

- 30.1 Notice Of Recommendation:** The City will notify all proposers in writing of the recommendation the Director is making to the City Council. The written notice of recommendation shall include the reasons for the recommendation and the cumulative scores of each of the proposers as against the selection criteria.
- 30.2 Written Notice Of Objection:** If a proposer wishes to object to the recommendation, the proposer shall deliver a written notice of objection no later than 5 working days following the date of the City's written notice of recommendation.
- 30.2.1 Delivery Location:** The proposer shall deliver the written notice of objection to the same location where the proposal was submitted.
- 30.2.2 Contents:** The proposer shall clearly set forth in the written notice all objections and the reasons supporting each such objection.
- 30.3 Consideration of Objections:** The Director shall consider each written objection to determine whether any one objection or the aggregate of the objections warrant amending the Director's recommendation to the City Council. The Director shall provide all proposers with the written response to any objections prior to the City Council considering the recommendation of the Director. The Director shall provide the City Council with copies of all written objections and responses to such objections.
- 30.4 Delay Of Contract Award:** Notwithstanding anything to the contrary contained in this objection process, it is the City's intent that the date for City Council award of the Design Build contract will not be delayed or postponed due to the objection process.

## **31 FACILITY RELATED RESPONSIBILITIES**

The selected proposer ("Contractor") shall use City facilities in a reasonably efficient manner. Contractor, and its subcontractors, employees, and agents shall keep City facilities in good order, shall not permit waste or damage to such facilities, and shall not use such facilities for any unlawful purpose or act. Contractor shall comply, and shall cause its subcontractors and employees to comply with all applicable laws and regulations including all of the City's standard policies and procedures that are provided to Contractor in writing regarding access to and use of the Airport and other City facilities, including procedures for the physical security and safety of City facilities.

Contractor shall not cause the breach of any lease agreements governing use of City facilities. Any damage to City facilities caused by the contractor and its subcontractors and employees will be at contractor's expense.

## **32 CONTRACT NEGOTIATIONS**

**32.1** After City Council approval of the final ranking of Proposers and City Council approval to begin negotiations, the successful Proposer shall be prepared to enter into negotiations immediately with the City on the terms of the Design Build contract.

**32.2** During the contract negotiation phase, the successful Proposer shall negotiate with the City on the pre-design and design fees, preferably on a lump sum basis, for all of the pre-design and design services to be provided under the contract. The successful Proposer shall agree, subject to negotiation, to a price not-to-exceed a specified amount for the various project element designs (pre-design and design). These not-to-exceed design fees will become part of the Design Build contract terms. It is anticipated that the design fees would be categorized into the following, at a minimum: a) pre-design, b) 30% design, c) 60% design, and d) 100% design.

**32.3** At the appropriate point in the contract duration as determined by the City and the successful Proposer, a Guaranteed Maximum Price (GMP) for the total contract shall be negotiated and reflected in the contract. The City also reserves the right to negotiate either Lump Sum (LS) pricing or GMP pricing for each project element. The City and successful Proposer shall negotiate formula(s) for sharing any savings resulting from actual costs less than an established GMP.

**32.4** The City reserves the right to negotiate combined packages in lieu of individual packages.

## **33 GENERAL SCOPE OF SERVICES**

The successful proposer (hereafter Contractor—for this Section), after negotiations with the City, shall provide the following services:

### **33.1 Pre-Design**

#### **33.1.1 Confirmation of Planning and Programming Concept**

The Contractor shall confirm the planning concepts provided for the terminal, roadway, and parking improvements and other project area components as described in the Program/Design Criteria Document. The Contractor shall review, recommend suggested changes, and confirm the basis of design information provided by the City.

#### **33.1.2 Data Collection**

The Contractor shall provide land surveys, geotechnical investigation and other data collection to develop the project.

#### **33.1.3 Schematic Design Documents**

The Contractor shall provide schematic design for each project based on the program, schedule and budget. The Contractor shall provide schematic design documents that establish the overall design of the project illustrating the scale and relationship of the

project and its relationships to other projects. The schematic design documents shall include, but not be limited to, site plan, preliminary structural and architectural building plans, roadway geometry and profiles, sections and elevations. Project phasing plans will be required to identify staging of the work as necessary to meet the site constraints and the needs of adjacent projects and facilities. Study models, sketches, simulation modeling, etc. may also be required to illustrate or prove out the design concept. Preliminary selections of major building systems and construction materials should be noted on the drawings or described in writing.

## **33.2 Design**

### **33.2.1 Design Documents (30% complete)**

The Contractor shall provide 30% complete design documents for each project based on the City approved schematic design documents. The Contractor shall provide design drawings, outline specifications and other documents to fix and describe the size and character of each project. The design documents shall include, but not be limited to, civil plans, site plans, structural and architectural building plans, sections, elevations, roadway geometry and profiles, construction details and equipment layouts. The outline specifications shall identify major materials and systems. Major building systems, construction materials and finishes shall be noted on the drawings or described in writing. Project phasing plans will be required to identify staging of the work as necessary to meet the site constraints and the needs of adjacent projects and facilities.

### **33.2.2 Cost Estimate/Proposal at 30% Design Documents**

Upon completion of the 30% design documents, the Contractor shall submit a construction cost estimate/proposal for the specific project element that verifies the design does not exceed the design-to-budget target amount and any approved changes. This cost estimate/proposal could be converted to a Lump Sum (LS) amount or a Guaranteed Maximum Price (GMP) for construction if mutually agreed upon by the Contractor and City at this time. If the City and Contractor cannot agree upon a LS or GMP, the City reserves the right at its sole discretion to: 1) direct the Contractor to proceed with progressing the design to 60% completion, 2) remove the project element from the contract and pursue other delivery methods including but not limited to issuing a Request for Proposals for completion of design and construction, or 3) terminate the contract.

### **33.2.3 Design Documents (60% complete)**

The Contractor shall provide 60% complete design documents for each project based on the approved 30% design development documents. The Contractor shall provide design documents, specifications and other documents detailing each component of the project. Design documents shall include, but not be limited to, civil plans, structural and architectural building plans, sections, elevations, roadway geometry and profiles, construction details, mechanical, electrical, plumbing and fire protection systems. The specifications shall identify all materials and systems required for the project. Specifications shall fully delineate requirements for mechanical, electrical, plumbing, fire protection and all other systems. Specifications or other narrative shall identify materials, finishes, architectural treatment, etc. for major elements to fully demonstrate the nature and quality of the final product. Project phasing plans will be required to identify staging of the work as necessary to meet the site constraints and the needs of adjacent projects and facilities.

#### **33.2.4 Cost Estimate/Proposal at 60% Design Documents**

If the City and the Contractor have not previously agreed to a LS or GMP for completion of the project element through construction, the Contractor shall submit a revised construction cost estimate/proposal that verifies the design does not exceed the design-to-budget target amount and any approved changes. This cost estimate/proposal could be converted to a Lump Sum (LS) amount or a Guaranteed Maximum Price (GMP) for construction if mutually agreed upon by the Contractor and City at this time. If the City and Contractor cannot agree upon a LS or GMP, the City reserves the right at its sole discretion to: 1) direct the Contractor to proceed with progressing the design to 100% completion, 2) remove the project element from the contract and pursue other delivery methods including but not limited to issuing a Request for Proposals for completion of design and construction, or 3) terminate the contract.

#### **33.2.5 Design Documents (100% complete)**

The Contractor shall provide 100% complete design documents and specifications for each project based on the City approved 60% design documents. The design documents and specifications shall detail the requirements for construction of the complete project and all work required to interface with other projects. The design documents and specifications shall identify all materials and systems required for the project.

#### **33.2.6 Cost Estimate/Proposal at 100% Design Documents**

If the City and the Contractor have not previously agreed to a LS or GMP for completion of the project element through construction, the Contractor shall submit a revised construction cost estimate/proposal that verifies the design does not exceed the design-to-budget target amount and any approved changes. This cost estimate/proposal could be converted to a Lump Sum (LS) amount or a Guaranteed Maximum Price (GMP) for construction if mutually agreed upon by the Contractor and City at this time. If the City and Contractor cannot agree upon a LS or GMP, the City reserves the right at its sole discretion to: 1) remove the project element from the contract and pursue other delivery methods including but not limited to issuing the design for competitive bids, 2) direct the Contractor to obtain competitive bids, or 3) terminate the contract.

If the parties cannot upon a LS or GMP for construction of any of the projects, and the design work is complete (100% Design Documents), the Contractor shall be required to provide bid-able documents. In other words, the design documents shall be in the condition of a bid set suitable for advertising and receiving competitive bids.

### **33.3 Construction**

If the parties contract for the construction of any of the projects, the Contractor shall provide design documents and specifications detailing the requirements for construction of the project. The Contractor shall provide construction services from mobilization through project completion. Construction services will include but not be limited to, construction design services, construction management, contract administration, cost control, subcontractor procurement, scheduling, coordination, testing, shop drawing processing/review, distribution of product warranties/related documentation, commissioning and startup, and project closeout.

If a project element reaches 100% design and the parties cannot agree upon a LS or GMP for the construction, and the City opts to issue the documents for competitive bids, the City reserves

the right to negotiate with the (Design Build) Contractor on assignment of the construction contract to the DB Contractor, or the negotiate with the DB Contractor for construction management services (CM or CM At-Risk).

### **33.4 Coordination**

The proposer will be expected to coordinate its designs with interfacing project designs to ensure compatibility of the facilities. The proposer will be expected to provide reasonable opportunity to other contractors for the performance of their work and to coordinate scheduling of activities where appropriate or required.

## **34 PROJECT DESCRIPTIONS**

**34.1 Terminal Area Improvement Program**—On November 15, 2005, the City Council approved recommendations to revise the Airport development and improvement program. The previous plan focus with respect to terminal development was to construct a future centralized terminal for all passenger processing to linear north and south concourses serving a total of 40 aircraft gates. The prior plan also included separate parking structures for 1) long-term parking and 2) rental car storage/operations and short-term public parking. Existing Terminal A would have been converted into a concourse building under the prior plan.

The Terminal Area Improvement Program, as revised, includes renovation and expansion of the existing Terminal A to continue to serve as a fully functioning passenger processing terminal. The removal of existing Terminal C is advanced in schedule compared to the prior plan. Removal of a portion of Terminal C allows for an earlier completion of passenger processing through a new Terminal B. Terminal B will be constructed in two phases, with the northern portion constructed first. The southern portion will be constructed at an undetermined future date depending on passenger demand. A future south concourse is also planned as demand warrants. The revised plan maintains the anticipated future total number of 40 aircraft gates, now served from two unit terminals instead of a single centralized terminal.

The revised plan drops the parking structure for long-term parking. However, the rental car and/or public parking garage(s) is (are) anticipated to move earlier in schedule compared to the prior plan in order to coincide with the opening of the first phase of Terminal B. A final decision has not yet been made if there will be a consolidated facility with rental car and public parking uses or if separate facilities will be recommended.

### **34.2 Terminal Area Improvement Program—Phase 1 Projects**

The following are general descriptions of the Terminal Area Improvement Program—Phase 1 projects. These are conceptual descriptions and are not intended to provide all details of the projects.

#### **34.2.1 Modifications to existing Terminal A**

The improvements to Terminal A largely comprise two level expansions of Terminal A of approximately 45,000 SF. These expanded areas are on the landside of the existing building, in the areas just north and south of the existing central ticketing and circulation core. The expansions are envisioned as structurally freestanding to simplify the project from a code standpoint. The improvements will also include non-structural interior

modifications of Terminal A of approximately 20,000 SF. Mechanical and electrical systems may be either new independent systems or extensions of existing systems as appropriate. All ticketing will be relocated to the new area created on the ground floor, increasing capacity by about 60%. The new area created on the second level would house new checkpoints with sufficient lanes and queuing to serve approximately 18 gates. The existing area previously occupied by ticketing and security checkpoints will be reconfigured for expanded concessions and a landside meeter/greeter area. A major relocation of code required exit stairs highlights the many careful phasing issues that must be addressed as part of this work.

#### **34.2.2 Temporary Passenger Processing Center for existing Terminal C**

The temporary modifications of Terminal C are for the purpose of allowing the most expeditious construction of Terminal B, the new terminal roadway and parking garages. This will involve the demolition of the entire portion of Terminal C north of the central two-story section, and most of the existing baggage claim building. The ticketing and baggage claim functions will be relocated to a temporary, quick to erect building, located just east of the current south concourse. This building will be approximately 60' x 400' with packaged mechanical and electrical systems. The Terminal C gate count will be reduced by these modifications to 11 gates, yet ticketing, baggage claim, security and other functions will be designed for approximately the same overall throughput as Terminal C currently experiences. For this project, phasing considerations and integration with adjacent projects are crucial. The scope of work also includes relocation of Transportation Security Administration passenger and baggage screening equipment, as well as relocation of impacted airlines.

#### **34.2.3 Demolition of Terminal C—Phases 1 and 2**

The first phase of demolition is expected to be the northern portion of the building that currently houses the ticketing/check-in spaces. The wing housing the baggage claim functions is also considered Phase 1. Phase 2 demolition is the southern portion of the building that cannot be removed until gates are available for use through the new Terminal B.

#### **34.2.4 New Terminal B**

The new Terminal B is a terminal / concourse facility connected to, and immediately south of, the in-progress North Concourse project. The full build out (all phases) of Terminal B, are to be designed as part of the Design Build contract, establishing the overall architectural aesthetic of the new terminal zone. The Design Build contract will, however only include the construction of Phase I of Terminal B. The Phase I portion of Terminal B will be a two-level facility, with an approximately ground level footprint of 150' x 510'. The design, but not the construction, will address future building phases, in which Terminal B will be expanded to add more terminal functions and 10 more gates beyond those built as part of Phase I. Terminal B is intended to provide ticket, baggage claim and security functions for more than just the gates that are added with the Terminal B Phase I. The capacity of these Phase I functions will be sized for future terminal additions as well, and will represent enough capacity for approximately 16 gates. The ground level will be taken up in its entirety by ticketing and baggage claim facilities and associated support functions, primarily airline ticket office space. The western portion of the second level will comprise a continuation of the concourse and holdrooms in the pattern of the North Concourse. This

will include four Boeing 757 capable gates. The eastern portion of the second level will include a set of restrooms identical to those in the North Concourse, some concessions space, and a large security checkpoint. Most mechanical and some electrical equipment will be housed on a largely exterior, but screened, mezzanine above the mid section of the terminal, again matching the North Concourse layout. Most building systems will be new and independent, although some Information Technology-type systems, such as fire alarm, may require extension from the North Concourse. An automated, in line baggage screening system will be included as part of this project, with installation of some of the system installed in the North Concourse building.

### **34.2.5 Roadway Improvements**

The Phase 1 project includes design and construction of terminal area circulation roadways and terminal curb areas to accommodate forecast traffic at 17.6 MAP, with the exception that a portion of roadway and curb fronting the second half of Terminal B will be constructed in phase 2. The terminal area circulation roadway concept is shown in Appendix B.

The roadway system will include the following elements:

**34.2.5.1** Terminal A curb and road modifications

**34.2.5.2** Terminal A bypass consisting of at-grade horseshoe with four lane overpass for Terminal A traffic, 2 lanes for public traffic and 2 for dedicated intra terminal shuttle

**34.2.5.3** At-grade, single-level, dual-curb roadways fronting Terminal B

**34.2.5.4** Roadways between Terminals A and B with overpasses/horseshoes

**34.2.5.5** Additional ground transportation curb areas adjacent to Terminal B

**34.2.5.6** Dual at-grade two lane "horseshoes" with a one lane overpass for exiting traffic and two lane overpass for circulating traffic at south end of Terminal Drive.

**34.2.5.7** Widening and modification of Airport Blvd including connector ramps to/from Skyport Drive at existing underpass

**34.2.5.8** Provisions for entrances and exits proposed public parking garages and lots and Rental Car facilities and garage.

**34.2.5.9** Modifications to the Airport Parkway/Airport Blvd intersection to accommodate 3 northbound and 2 right turn lanes on northbound Airport Blvd, and one right turn lane from westbound Airport Parkway to Airport Blvd. Completion is targeted for March 2007. This project may be included in the Design Build package, may be designed by others and assigned to the Design Build contract, or may be performed by other entirely.

**34.2.5.10** Provisions for future underground automated people mover station(s).

The scope of the roadway projects will include precursor projects, detours, utility relocations, drainage, lighting, traffic signals, landscaping, traffic signs, and interim and ultimate guidance signs. The City may elect to perform the design of some of these elements by others. This determination will be made during contract negotiations.

Construction must be staged in order to deliver roadway elements to service new facilities as they come on line at required levels of service, while continuously maintaining acceptable levels of service, preserving airport operations, and controlling costs.

#### **34.2.6 Surface Parking Lot**

A new surface, revenue-controlled public parking lot will service the Terminal C Temporary Passenger Processing Facility and allow for garage construction in the existing Terminal C short term surface parking lot. The new surface parking lot will be located on existing ramp and roadway areas vacated as a result of constructing temporary terminal C and its associated permanent roadway.

#### **34.2.7 Support Facilities and Utilities**

Temporary or permanent facilities, structures or utilities required to implement the Phase 1 projects are to be included in the planned budgets and schedules for the individual projects. It is anticipated that storm drainage, sanitary sewer, natural gas, potable and fire protection water, electrical power, and IT/communication lines that currently serve existing facilities will be required to be reconfigured/relocated/upgraded as part of the proposed projects. Coordination with applicable utility companies will be required to accomplish any modifications/reconfigurations to their systems. Other temporary facilities or structures as required shall also be included.

### **34.3 Interfacing Projects**—The successful Proposer shall be responsible for coordinating the Phase 1 Terminal Area Improvement Projects with the following interfacing projects that will be completed by others:

**34.3.1** Relocation of ACM Aviation (current tentative scheduled completion January 2008)

**34.3.2** Fuel storage facility closure and remediation (current tentative scheduled completion December 2008)

**34.3.3** Parking Revenue Control System office relocation (current tentative scheduled completion October 2007)

**34.3.4** Public parking garage (currently under financial feasibility review)

**34.3.5** Rental car facilities including garage, customer service facility, quick turnaround facility will be designed by others

**34.3.6** Various site improvements such as roadway sealing and striping, landscaping, interim signage improvements.

**34.3.7** APM System—Design of Landside facilities must not preclude the future installation of an Automated People Mover from the proposed Santa Clara BART station and/or the VTA Light Rail System on North First Street. Proposed alignment concepts will be furnished during contract negotiations.

**34.4 Optional Projects**—The following additional projects may be incorporated into the design build contract, subject to the mutual agreement of the City and the design build contractor:

**34.4.1 North Concourse**

This project is a 400,000 square foot concourse building serving nine new aircraft boarding gates. The building will contain the baggage explosive detection screening equipment for the Terminal B baggage system. As of March 2006, the project design was approximately 90% complete. Construction of site work, utility relocations, and excavation of the lower level have been completed. Pile driving is approximately 75% complete.

At the time of the design build contract negotiations with the successful proposer, it is anticipated that the North Concourse design will be complete. If the North Concourse is included in the design build contract, it will consist of the assignment of construction management, contract administration and construction responsibilities for all or a portion of the remaining work.

**34.4.2 Parking Garage(s)**

**34.4.2.1 Consolidated Rental Car Facilities (ConRAC)**

The Rental Car facilities will include a multi-story garage, quick turnaround (light maintenance) facilities and customer service center. These facilities will be located within the site interior to the terminal circulation roadways across from Terminal B. Roadway design needs to provide for ingress and egress to/from the facility. These facilities may be located within the same garage structure as the public parking garage or they may be separate structures. The facility will be designed by others, with possible assignment of the construction contract to the Design Build contract. The City reserves the right to negotiate with the Design Build contractor other contracting strategies for the garage construction including traditional construction management services or construction management at-risk.

**34.4.2.2 Public Parking Garage**

As this RFP is issued, a financial feasibility analysis and project approval process is still in progress to determine if a public parking garage is included in the Master Plan improvement program. The public garage, if approved, will be located within the site interior to the terminal circulation roadways across from Terminal B. If the public parking garage is included in the program, it likely will be combined with the rental car garage and will be designed by others, with possible assignment of the construction contract to the Design Build contract. The City reserves the right to negotiate with the Design Build contractor other contracting strategies for the garage construction including traditional construction management services or construction management at-risk. If the public garage is not included in the program, then additional surface parking lot improvements (design and construction) would be included in the Design Build contract.

**34.4.3 Terminal A Baggage Screening Improvements**

The Transportation Security Administration (TSA) is in the process of developing schematic design of improvements to the baggage screening system at Terminal A. They will complete this design to a 30% level only. The scope of work includes modifications to

the existing terminal A baggage conveyor system and make-up units, and the design of a new automated inline baggage screening system housed in a new 13,000 square foot building immediately adjacent to Terminal A and A+ to house the screening equipment. The baggage conveyors are anticipated to run immediately adjacent to the area in which the Terminal A Improvements projects will be constructed. TSA is actively seeking funding to complete the design and construct the system. In order to facilitate the construction of this facility in the most expeditious manner, completion of design from 30% and construction may be included as part of the scope of work for this contract. The approximate value of this work is \$18 million.

### 34.5 Project Budgets and Schedules

The following table identifies the maximum budgets available and the schedule completion requirements for the projects. The maximum budgets include contingencies for the City to use and contingencies for the design build firm to use. Costs for owner's reserve, program management and City oversight are not included in the maximum budgets and will be funded separately by the City. The budget amounts presented are preliminary estimates and are subject to change/adjustment.

<i>Project Element</i>	<i>Estimated Design &amp; Construction Budget Available</i>	<i>Completion Date No Later Than</i>
Terminal B (Design of All Phases and Construction of Phase 1)	\$143,000,000	1st Quarter 2010
Temporary Passenger Processing Center for Existing Terminal C (Full Design and Construction)	\$9,000,000	3rd Quarter 2007, as needed to meet Terminal B Phase 1 schedule
Modifications to Existing Terminal A (Full Design and Construction)	\$44,000,000	1st Quarter 2009
Roadway (Full Design and Construction of Phase 1)	\$110,000,000	Phased to meet facility needs, complete Phase 1 no later than 1st Quarter 2010
Demolition of Terminal C (Phases 1 and 2)	\$11,000,000	As needed to meet roadway and Terminal B Phase 1 schedule
Surface Parking Lot	\$3,000,000	Opening of Terminal C Temporary Processing Center
SUBTOTAL	\$320,000,000	
Opt. 1 Assignment of N. Concourse Remaining Work	\$159,000,000	2nd Quarter 2008
Opt. 2 Assignment of Construction of RAC	\$175,000,000	1st Quarter 2010
Opt. 3 Assignment of Construction of Public Parking Garage or Design & Construction of Parking Lot	Potential Up to \$100,000,000	To be determined
Opt. 4 Terminal A Baggage Screening Improvements	\$18,000,000	To be determined
SUBTOTAL OF OPTIONAL WORK	\$452,000,000	
POTENTIAL CONTRACT TOTAL VALUE	\$772,000,000	

### **35 COORDINATION WITH EXISTING CITY SYSTEMS**

The City currently utilizes a variety of project management and document control systems that the selected firm will, at a minimum, be required to interface with for the purposes of communicating certain types of information. It may be advantageous for firms to use these same systems to ensure seamless communication during the project, and the depth of use of these systems should be a consideration for proposers. These systems include Projectwise version 8.5 by Bentley Software, Microstation version 8.5 by Bentley Software, and GeoMedia version 5. In addition, all drawings will be required to comply with the Airport's CAD standards.

**REQUEST FOR PROPOSALS (RFP)**

**TERMINAL AREA IMPROVEMENT PROGRAM  
(TAIP)  
DESIGN BUILD**

**FOR THE**

**NORMAN Y. MINETA  
SAN JOSE INTERNATIONAL AIRPORT**

**PART 2, RESPONSE FORMS**

February 17, 2006