

Request for Proposals (RFP)
for
Design-Build Entities
For
Norman Y. Mineta San José International Airport
1701 Airport Boulevard, San José, CA
Aircraft Rescue and Fire Fighting Facility
City of San José, CPMS No. 8963

August 29, 2018

The City of San José (City) invites interested Design-Build Entities to submit a Proposals for Design-Build Project Delivery Services to include design, construction, and commissioning of an Aircraft Rescue and Fire Fighting Facility (Project) at the Norman Y. Mineta San José International Airport.

RFP Issue Date:	August 29, 2018
Submittal Deadline:	October 11, 2018, 3:00pm
Contact Information:	City of San José Department of Public Works 200 East Santa Clara Street, 5th Floor San José, CA 95112 Attn: David French, CIP Procurement Manager
Deadline for Questions:	September 17, 2018, 5:00pm

This Request for Proposals (RFP) is intended to encourage participation of qualified Design-Build entities to provide services deemed necessary by the City.

This RFP is posted for advertisement in the San Jose Post Record and at BidSync (www.bidsync.com), a third party online platform for the advertisement of government quotes, bids and proposals, and also at www.flysanjose.com (see “Business” page for link). It is the responsibility of interested Proposers to comply with the Proposal submittal requirements presented in this RFP in order to be considered for these services.

City of San José
Norman Y. Mineta San José International Airport

REQUEST FOR PROPOSALS (RFP) for
Design-Build Project Delivery Services
Aircraft Rescue and Firefighting Facility

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Notice to Design-Build Entities

The City of San José (CITY) intends to solicit Proposals from Design-Build (DB) Entities to design, construct, and commission for the Mineta San José International Airport Aircraft Rescue and Firefighting (ARFF) Facility (Project). The City's intent is to award a single contract to a selected DB Entity to deliver the Project.

Notice is hereby given that the City is soliciting Proposals for the Project from DB Entities (together with the team members specified within).

The City intends to use the progressive DB method to deliver this Project, meaning that the City will select the DB Entity primarily on qualification prior to any substantial design of the project. The DB Entity will be selected through this RFP as described in Section 1.

Following the receipt and evaluation of the RFP proposals, the City may shortlist three or more DB Entities to be invited in for interviews and will score and rank the proposals based on best value, qualifications, and other factors that will be set forth in this RFP.

After ranking the Proposals, City staff intends to negotiate a DB contract with the highest ranked DB Entity, contingent upon receiving FAA AIP grant funding. If an agreement cannot be reached, the City will negotiate with the next highest-ranked DB Entity. Once a DB contract has been negotiated, City Staff will recommend that the City Council award the DB contract. It is anticipated, that once selected and contracted, the City and the DB Entity will advance the design, incorporating the details desired by the City, and providing the City with cost input regarding options the City is considering.

A. Obtaining the Request for Proposals

The City is using BidSync to facilitate the solicitation of the RFP. BidSync is an online bid solicitation website. DB Entities must register with BidSync to participate in this procurement. There is no cost associated with registering.

To register, DB Entities must go online to www.bidsync.com. The Request for Proposals package and RFP forms can be found under the following BidSync classifications:

- 209-69 Project Management
- 570-81 Steel Studs, Drywall
- 670-12 Grout, Pipe and Sewer
- 906-06 Airports (lighting, Fueling, Nav aids) - Architectural Services
- 906-12 Buildings - Architectural Design
- 906-25 Design Build Services
- 906-38 General Construction - Architectural
- 906-52 Interior Design, Space Planning and Exhibits/displays
- 906-56 Landscape Architecture
- 906-66 Planning, Site (installation and Project)
- 907-35 Designing Services
- 907-75 Site Assessment and Site Field Observation
- 907-83 Testing Services
- 909-03 Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
- 909-10 Airport Facility Construction
- 909-25 Building Construction Prefabricated (all types)
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 914-27 Carpentry
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 914-55 Masonry
 914-58 Metal Works
 914-61 Painting and Wallpapering
 914-64 Plastering
 914-68 Plumbing
 914-73 Roofing and Siding
 914-80 Stucco
 914-84 Trade Services, Construction
 914-85 Welding
 918-19 Building, Structures, and Components Construction
 918-43 Environmental Consulting
 918-75 Management Consulting
 922-35 Environmental Engineering
 925-17 Civil Engineering
 925-31 Electrical Engineering
 925-35 Environmental Engineering
 925-42 Foundation Engineering
 925-44 General Construction: Management, Scheduling, Cost Estimation -
 Engineering
 925-55 Inspection, General Engineering
 925-86 Surveyor Services, Land
 925-88 Structural Engineering
 958-68 Support Services, Management
 958-77 Project Management Services
 961-85 Inspection and Certification Services
 962-52 Mapping Services
 988-52 Landscaping

B. Presubmittal Conference:

A non-mandatory pre-submittal meeting will be held on September 5, 2018 at 9:00am to 11:00am at Mineta San José International Airport, 1701 Airport Blvd, Suite B-1130, San José, CA 95110.

C. Submittal Location and Deadline

DB Entities must provide the requested number of copies of the fully completed Proposals in a package to:

City of San José, Department of Public Works
 200 East Santa Clara Street, 5th Floor
 San José, CA 95113
 Attn: David French, CIP Procurement Manager

DB Entities must submit the Proposal on or before the Submittal Deadline set forth on the cover of this RFP. Failure to provide a responsive Proposal at the specified location and by the specified time will preclude the DB Entity from subsequent participation in the RFP for the Project.

D. Notice of Determination

The City will issue a “Notice of Final Ranking” on BidSync based on the rankings of this RFP as described in section 5.6 of this RFP.

City of San José
Norman Y. Mineta San José International Airport

REQUEST FOR PROPOSALS (RFP) for
Design-Build Project Delivery Services
Aircraft Rescue and Firefighting Facility

ESTIMATED TIMELINE

▪ Issue RFP	August 29, 2018
▪ Pre-Submittal Conference and Site Visit:	September 5, 2018
▪ Deadline to Submit Questions or Objections:	September 17, 2018
▪ RFP Addendum/Final Answers Posted:	September 26, 2018
▪ Submittal Deadline:	October 11, 2018, 3:00pm
▪ Notice of Interim Ranking and Shortlisted DB Entities invited to interviews:	October 26, 2018
▪ Interviews	October 26 - November 8, 2018
▪ Issuance of Final Rankings	November 9, 2018
▪ Deadline to Submit Appeal or Protest:	Five Business Days from the date posted in Bidsync and/or of date of City's Notice of Final Ranking

1.0 OVERVIEW

The City of San José “City”, is soliciting Proposals from qualified firms, teams, joint ventures or LLCs to provide Design Build services for the ARFF Facility (the “Project”) at Mineta San José International Airport (“Airport”).

- 1.1 As used in this Request for Proposal (“RFP”) the term “Proposer” refers to any entity submitting a response to this RFP. The “Proposer’s” Team is comprised of any combination of a Proposer, Lead Design Firm, Architect(s), Engineer(s), joint venture, subconsultants or Design-Build Entities, and Key Personnel. Unless expressly stated otherwise, experience and qualifications shall be evaluated based upon the combined experience and qualifications of the Proposer’s Team. The term “Design-Build Entity” in this RFP refers to the successful Proposer.
- 1.2 This Project will utilize the progressive Design Build project delivery.
- 1.3 Proposers with previous relevant experience and qualifications for the Scope of Services set forth in Section 4.0 are encouraged to submit a Proposal in accordance with the requirements set forth in this RFP, including format and content guidelines in Section 6.0 through 10.0 of this RFP.
- 1.4 Proposers, as part of the requirements of this RFP, shall submit a report for labor peace for how the Proposer will assure that no labor dispute or unrest will occur during the term of the Design-Build Contract. This requirement is in recognition that avoiding labor disputes and disruptions is a significant factor in achieving the objective of efficiently delivering the Project. The contract terms and conditions will incorporate the details and requirements of the successful Proposer’s report for labor peace. The Design-Build Entity may elect to enter into a Project Labor Agreement to address labor peace on this project.
- 1.5 Proposers are notified that from the date this RFP is issued until the date the competitive process of this RFP is complete, either by cancellation or by final action of the City, Proposers and potential Proposers, and/or their representatives or interested parties, shall communicate per Section 11.0 of this RFP.
- 1.6 Proposers are cautioned that the conflict of interest prohibition pertaining to public officials and government employees had been interpreted to prohibit some independent Design-Build Entities from being financially interested in any contract that they create. It is the Proposer’s responsibility to recognize when such conflict of interest exists. See Section 14.4 – 14.6 for further requirements.
- 1.7 Certain Project documents are being made available for reference in preparing Proposals. The City is providing these documents only for the purpose of obtaining Proposals for the Project and does not confer a license or grant for any other use. The extent to which the Design-Build Entity may rely on such background documents is set forth in Exhibit A of this RFP.

2.0 NON-MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

A non-mandatory Pre-Proposal Conference and Site Visit is scheduled for the date set forth in the Timeline at the Airport Administrative Offices located at 1701 Airport Blvd., Suite B-1130, San José,

CA. The Conference will start promptly at 9:00am and is anticipated to last approximately one hour. It will be followed by a tour of the site, which is expected to take approximately one hour.

The City will provide an overview of the RFP requirements, process, and timeline. An escorted site visit will immediately follow the conference. The purpose of the conference will be to discuss the requirements and objectives of this RFP. All questions will be directed to be submitted to BidSync. A sign-in sheet will record attendance.

3.0 GENERAL CONTRACT TERMS AND CONDITIONS/NEGOTIATIONS

- 3.1 The Design-Build Exemplar Standard Contract the City intends to use for the Project is located in Exhibit B. The Design-Build Exemplar Standard Contract is based on contracts used for similar design-build projects.

Each Proposer must carefully review the Design-Build Exemplar Standard Contract located in Exhibit B. The Proposer must include the following information in its Proposal with regard to each provision, if any, of the Design-Build Exemplar Standard Contract that is unacceptable to the Proposer[UAI][FK2]:

- Identify the specific provisions or portion of a provision that is unacceptable; and
- Provide a short, clear explanation as to why the provision or portion of provision is unacceptable; and
- Provide proposed alternative language that would be acceptable to the Proposer.

Provisions of the Design-Build Exemplar Standard Contract to which the Proposer set forth no objection in its Proposal are deemed to be acceptable to the Proposer. Importantly, the City will evaluate and rank a Proposer in part, based on the number, substance and significance of unacceptable provisions or portions identified in the Proposers Proposal.

The City anticipates that the work performed under the Design-Build Exemplar Standard Contract will be paid, in part, with funds from the Federal Aviation Administration Airport Improvement Program[RJ3][RK4]. Requirements for federally funded projects are identified in Section 15 of this procurement and Section 24 of the Exemplar.

- 3.2 After City Council approval of the final ranking of the Proposers and City Council approval to begin negotiations, the successful Proposer shall be prepared to enter into time limited negotiations immediately with the City on terms of the Design-Build Standard Exemplar Contract consistent with the requirements of this Section, the Proposal of the Proposer, and other requirements of this RFP. Significantly, given the aggressive schedule for completing this Project, there is only a limited time to engage in negotiations.
- 3.3 Proposers will be ranked on factors other than costs. With regard to negotiations, if the Proposer's Price Proposal is consistent with industry standards in consideration of national economic conditions, the City may elect to negotiate with the highest ranked Proposer and use the terms in the Price Proposal as a starting point for negotiations. If the costs are significantly higher than industry standards in consideration of national economic conditions, City by elect to move to the second ranked Proposer and so forth through the list of ranked Proposals.
- 3.4 During the negotiation phase, the successful Proposer shall negotiate with the City on the Programmatic Phase and Design Fee, preferably on a lump sum basis. The successful Proposer shall agree, subject to negotiation, to a price not to exceed a specific amount for the various elements during the design of each task of the scope of services. These not to exceed fees would become part of the Design-Build Contract terms. It is anticipated that the Design Fees may be categorized into the following: Programmatic Phase, 30% Design, 60% Design, and 100% Design.

- 3.5 At the appropriate point in the Design Build Contract duration as determined by the City and the successful Proposer, a Guaranteed Maximum Price (GMP) for the total Project shall be negotiated and reflected in the Design Build Contract. The City also reserves the right to negotiate either a Lump Sum (LS) pricing or GMP pricing for each project element.
- 3.6 The City and successful Proposer shall negotiate the formula(s) for sharing any savings resulting from actual cost less than established Lump Sum Pricing or GMP.
- 3.7 The City reserves the right to negotiate combined packages in lieu of individual packages.
- 3.8 Disadvantaged Business Enterprise

Since work performed under this RFQ will be funded in part with a federal U.S. Department of Transportation/FAA grant, the federal Disadvantaged Business Enterprise (DBE) Program requirements of 49 CFR Part 26, Regulations of the US Department of Transportation (USDOT), apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. DBE firms may be able to participate in this project either as a prime consultant or sub consultant. The City's current DBE participation goal for its U.S. DOT-AIP funded projects is 6.3% annually. Because the City intends to achieve its DBE participation goal through race-neutral means, there is no set DBE participation goal for this Project. The City will count any DBE participation in this Project toward its annual DBE participation goal.

The City is committed to attracting and enhancing diverse business participation of disadvantaged business enterprises, minority-owned businesses, women-owned businesses, and other small and local businesses in its Airport contracts. The City encourages and expects consultants proposing on this Airport project to do the same. The City also encourages minority and women-owned firms that may qualify as DBEs to become certified. Firms interested in applying for DBE certification can learn about certification requirements and apply at http://www.dot.ca.gov/hq/bep/business_forms.htm. Please note that DBE firms must be certified as such prior to execution of a contract to be considered a certified DBE firm.

A copy of the Airport's FAA-approved FFY 2017-19 DBE Program and DBE goal methodology is available at <http://flysanjose.com/contract-opportunities>.

4.0 PROJECT SCOPE OF SERVICES

4.1 Project Overview

The Baseline Scope proposed is a 14,000 square foot Aircraft Rescue and Fire Fighting (ARFF) Facility which will be located on the South-West end of the Airfield in the vicinity of the Norman Y. Mineta San Jose International Airport marquee sign. The ARFF Facility will include a minimum of five (5) apparatus bays housing the Airport's four (4) ARFF vehicles with one (1) additional bay being allotted for maintenance. In addition, the ARFF Facility will include the access road and access control measures on Coleman, utility infrastructure, twenty-seven (27) parking spaces, landscaping, exterior lighting, six (6) firefighter dormitories, toilets, showers, kitchen with sufficient cabinets for three shifts, eating facility, administrative offices, training room, laundry room, storage spaces, utility rooms, generator, and more specifically as referenced in the FAA Handbook and Advisory Circulars referenced below. A full list of the required spaces can be found in Exhibit A, which contains a general site layout, an existing utilities site plan, and a diagrammatic representation of the facility.

The current standard for Aircraft Rescue and Fire Fighting Delivery requires the first responding ARFF vehicle to get to the midpoint of the farthest runway within three (3) minutes of time of alarm and release water. Additionally, all other required vehicles must reach the midpoint of the farthest runway within four (4) minutes of time of alarm. As a result, all spaces within the Facility should be programmed to accommodate for a Firefighter to get into a vehicle in the least amount of time possible regardless of role or activity.

If additional funds become available, the ARFF Facility may be expanded up to 16,000 square feet. The expansion would include one (1) additional bay, and one (1) additional dormitory giving the Facility a total of six (6) bays and seven (7) dorms.

All elements of the station must be fully compliant with the current California Building Code Adopted by the City of San Jose and per Title 24, Part 1 of 2016 California Administrative Code, Chapter 4. All construction will be Type I-A. All landscaping and architecture should be compliant with the Airport's Architectural Design Guidelines (Exhibit E). Additionally, all spaces shall be compliant with the FAA's Airport Improvement Program Handbook and Advisory Circular [Circular] [RJS] [RK9] 150/5210-15A (https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_150_5210-15A.pdf). https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_150_5210-15A.pdf.

In San José all private sector and municipal building projects constructing or adding more than 10 [RJ10] [FK11],000 square feet of occupied space (as defined in the adopted building code) are required to be designed and constructed to achieve at a minimum the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED™) Rating System Silver level of certification with a goal of reaching LEED Gold or Platinum.

The City Council of the City of San José has authorized the Airport to Sole Source certain products and services as part of any future capital improvement project at the Airport that expands specific existing systems based on a finding that sole sourcing is needed to match products already in use. Resolution 78012 in Exhibit C identifies those products and services along with the listing of contacts for each of those products and services. Accordingly, Proposers should prepare their respective proposals based on the "sole sourcing" of the items listed in Exhibit C.

Programming Phase

The Programming phase commences with the date of the Notice to Proceed (NTP) for Programming. The Design Build Entities' Project Manager will jointly refine the Project's goals, requirements, costs, and schedule. The Programming efforts will result in an approved Basis of Design (BOD) as described below. Design-Build Entity shall review the Projects cost estimate and prepare an updated Project schedule and cost estimate.

The Design-Build Entity is expected to meet with each Stakeholder as identified by the City's Project Manager, individually or in teams throughout the Programming phase, and shall define the programmatic requirements for each of the key areas and systems collaboratively with the Project Team. Meeting attendees and frequencies shall be determined at the beginning of the Programming Phase.

Basis of Design Document

The Design-Build Entity shall work collaboratively with the Project Team and provide a comprehensive Basis of Design Document (BOD) for the Project, outlining the Project requirements. The BOD shall be created using input from the Stakeholders meetings. Under the direction of the City Project

Manager, the Basis of Design Document may be altered in consideration of the accelerated schedule from the identified list below. The BOD shall, at a minimum, include the following:

1. Executive Summary for the Project
2. Narrative describing the Project's goals, qualitative criteria, programmatic assumptions, minimum performance criteria and standards, sustainability goals, furniture requirements, wayfinding and signage criteria, preferred systems and product manufacturers, and other information necessary and as listed below to define the program.
 - a. Stakeholder meetings and Partnering records may include:
 - i. City of San Jose Fire Department
 - ii. Customer Service[RJ12]
 - iii. Facilities and Engineering
 - iv. Operations and Security
 - v. Technology
 - vi. Properties
 - vii. Planning and Development
 - viii. City of San Jose Department of Transportation
 - ix. City of San Jose Department of Public Works
 - x. City of San Jose Fire Department
 - xi. Public Art
 - xii. City of San Jose Planning, Building, and Code Enforcement Department
 - xiii. Federal Aviation Administration
 - xiv. Transportation Security Administration
 - b. Site Investigation and related topographic survey
 - c. Soil Quality Analysis & Report
 - d. Geotechnical Analysis & Report
 - e. Site Development Permit Application
 - f. Field verification of Utilities and Site Elements
 - g. Phasing Plans
 - h. Crash Phone Installation and Connectivity
 - i. Coordination with adjacent ongoing or future construction projects
 - j. Environmental considerations and coordination
 - k. Fire and Life Safety Analysis and Design
 - l. Required Alternate Materials and Methods of Construction and Variances per San José Fire Department
 - m. Traffic Signal System Operational and Safety Analysis
 - n. FAA Obstruction and Surfaces analysis
 - o. Verification and integration of new systems to existing building systems at the Airport
 - p. New, additional, and expanded technology system implementation and activation
 - q. Landside Parking analysis and requirements
 - r. Lighting study and improvements
 - s. Coordination with utility agencies
 - t. Outline of Specifications
 - u. Cost Controls and Scheduling
 - v. Occupancy Plan
 - i. Emergency Egress pathway and required signage
 - ii. Address ADA Accessibility
 - iii. Normal and emergency lighting
 - iv. Heating, Ventilation, and Air Conditioning. Mechanical Systems serving the points of service and discharge.

- v. Access to and within the occupied area, separate from the construction
- w. Project Program and Reporting Structure
- x. Transportation Security Administration Security Plan
- y. LEED certification of Silver Rating
- z. Cost benefit analysis during the schematic design phase to meet Net Zero Ready Building.

Design Phases

The Design Phases commence on the date of the Notice to Proceed upon approval of the Basis of Design Document. Throughout all design phases, Design-Build Entity shall collaborate with the City's Project Team and shall update all submitted plans, schedules, updated estimates, and reports as directed by the City's Project Manager.

Partnering and Stakeholder Engagement will actively continue through the Design Phases with the following, but not limited to the following stakeholder groups:

- 1. Design
 - a. Stakeholder Engagement Coordination
 - i. Customer Service
 - ii. Facilities and Engineering
 - iii. Operations and Security
 - iv. Technology
 - v. Properties
 - vi. Planning and Development
 - vii. Public Art
 - viii. Airlines
 - ix. Concessionaires
 - x. City of San Jose Fire Department
 - xi. City of San Jose Department of Public Works
 - xii. City of San Jose Department of Transportation
 - xiii. City of San Jose Department of Planning, Building and Code Enforcement Department
 - xiv. Authority Having Jurisdiction
 - xv. Federal Aviation Administration
 - xvi. Transportation and Security Administration
 - xvii. Customs and Border Protection

Based on the approved BOD, Design-Build Entity shall commence on the design phase drawings and Specifications. The City is open to considering construction types including traditional construction, premanufactured building components, modularly based, or other methods that may achieve the design and construction requirements for the FAA and the City of San Jose Fire Department. The submitted design phase drawings and specifications must include, at a minimum, the following:

- b. Building Systems including, but not limited to:
 - i. Structural and Foundation Systems
 - ii. Exterior and Interior Wall Assemblies
 - iii. Building Envelope
 - iv. Site Design
 - v. Traffic Signal System Design and Modification

- vi. Access Control
- vii. Security Infrastructure
- viii. Technology and Data
- ix. Crash Phone Installation and Connectivity
- x. Fire Station Alert System (FSAS)
- xi. Appliance shutoff and emergency push button system
- xii. Fire Suppression and Alarm
- xiii. Signage and Wayfinding
- xiv. Mechanical
- xv. Electrical Power and Lighting, and automatic shutoff system
- xvi. Plumbing
- xvii. Finishes
- xviii. Door and Window Assemblies
- xix. Millwork
- xx. Furniture
- xxi. Paging systems
- xxii. Audio and Visual systems
- xxiii. Building Management System

Based on the approved BOD, Design-Build Entity shall develop Schematic Design Documents for City's approval, which shall initiate the design elements above and proceed with the Schematic Design Phase. Under the direction of the City Project Manager, the phases of Design Development may be altered in consideration of the accelerated schedule from the identified list below. At a minimum, the Schematic Design Phase shall include:

- c. Schematic Design
 - i. Rendering Design and Development
 - ii. Utility Points of Connection
 - iii. Design Deliverable Schedule
 - iv. Preliminary Site Plan, Floor Plan and Elevations
 - v. Building and wall sections
 - vi. Prepare initial subcontractor packages
 - vii. Constructability Review
 - viii. Construction Phasing Plan and Occupancy Phasing Plan
Presentation to Stakeholders and Airport Senior Staff

Based on the approved Schematic Design Phase, the Design Development shall fully integrate all required design elements to provide sufficient information to develop the Construction Documents for the Subcontractors. The Design-Build Entity shall document the constructability review in the Schematic Phase, including an evaluation of the design documents to identify value engineering opportunities, identify long lead times, availability of labor and other factors that may impact the design phase. The Design-Build Entity will prepare a Design Phase report after each design milestone to document and summarize the Design Development phase decisions, cost estimates, and deviations from the BOD that are approved by the Stakeholder groups, the City's Airport Senior Team, and the City of San Jose Fire Department. Under the direction of the City's Project Manager, the phases of Design Development may be altered in consideration of the accelerated schedule from the identified list below.

- d. Design Development
 - i. 30% Construction Documents
 - ii. 60% Construction Documents
 - iii. Rendering at 60% Construction Documents

- iv. Incentive Opportunities
- v. 90% Construction Documents
- vi. Presentation to Stakeholder groups and Airport Senior Staff for approval
- vii. GMP

The Design-Build Entity shall document all required approvals for the Construction documents from the City for the Project. The Design-Build Entity shall prepare a Construction Phase report to document and summarize the construction document phase decisions, including any deviations from the BOD that are approved by the Stakeholder groups, the Airport Senior Team, and the City of San Jose Fire Department. In addition, any incentive opportunities and the outcome shall be documented. The construction documents shall include but are not limited to the items below:

- e. Construction Documents
 - i. Permit Set
 - ii. Conformed Drawing Set
 - iii. Project Schedule
 - iv. Obtain Building Permit and Required Clearances[RJ13]

Construction Phase

Construction work activities will be authorized by the City's Project Manager upon Design-Build Entity receiving Building Permit and required clearances. Design-Build Entity shall perform all Work and construction administration services necessary to achieve the Programming and BOD requirements with approved deviations, construct the Project in accordance with the Design-Build delivery method, and render the Project with all its components operational, functional, and usable.

Design-Build Entity shall plan for use of Airport premises to allow for use and access to site by other Design-Build Entities, utilities, City employees, and other authorities with jurisdiction to inspect Work as required. City Project Manager has final authority over coordination, use of premises and access to site.

Design-Build Entity shall provide qualified staff to manage construction as required. Design-Build Entities shall perform Work in phases, as necessary, to accommodate airport operational requirements and to achieve the Project schedule.

Design-Build Entity shall provide services and maintain all construction equipment in accordance with manufacturer's instructions and warranties until such time as the airport receives and takes over the equipment in the activation phase.

Design-Build Entity shall ensure the safety of airport airside operations and landside operations is maintained at all times. Design-Build Entity shall work continuously with the City's Project Manager and Airport stakeholders to ensure that the construction phasing is clearly communicated and that safety and security is maintained at all times. Project Partnering and Stakeholder engagement shall continue throughout the construction phases. Under the direction of the City's Project Manager, the construction elements below may be altered in consideration of the accelerated schedule from the identified list below. Construction elements include, but are not limited to:

- 1. Construction
 - a. Preconstruction Activities
 - i. Preconstruction Meeting
 - ii. Security Plan (for Transportation Security Administration approval)
 - iii. Construction Management Plan
 - iv. Construction Safety and Phasing Plan (for FAA approval)

- v. Utility Location Verification
- vi. Site Layout and Surveying
- vii. AOA Modification and TSA Coordination
- viii. Temporary Utilities and Services
- ix. Delivery and Haul Routes
- x. Employee Parking and Access Plans
- xi. Construction Laydown Areas
- xii. Temporary and Permanent Fencing Plans
- xiii. Vehicle and Gate Dimensions and Placement

b. General Construction Services[RJ14]

- i. Mobilization
- ii. Construction Administration and Observation
- iii. Construction Inspections
- iv. Special Inspections
- v. Weekly Construction Meetings
- vi. Project Program Updates
- vii. Daily Cleanup
- viii. Foreign Object Debris (FOD) Prevention

c. Construction Services

- i. Demolition
- ii. Excavation and Hauling
- iii. Below Grade Utility Installation
- iv. Subgrade Preparation
- v. Foundations
- vi. Structural System Installation
- vii. Exterior and Interior Framing Systems
- viii. Waterproofing
- ix. Exterior and Interior Finishes
- x. Egress Systems (Stairways)
- xi. Roofing Systems
- xii. Mechanical Systems
- xiii. Electrical Power and Lighting Systems
- xiv. Data Systems
- xv. Networking Systems
- xvi. Wireless Internet Systems (i.e. Access Points)
- xvii. Crash Phone Connectivity
- xviii. High Mast Light Systems
- xix. Plumbing Systems
- xx. Technology Systems
- xxi. Access Control Systems
- xxii. Security Camera Systems
- xxiii. Paging Systems
- xxiv. Speaker Systems
- xxv. Audio/Visual Systems
- xxvi. Special Construction
- xxvii. Conveying Systems (Elevator)
- xxviii. Wayfinding and Signage Systems

- xxix. Food/Beverage Storage and Preparation Systems
- xxx. Furniture Systems
- xxxi. Door and Window Systems
- xxxii. Site and Flatwork Systems
- xxxiii. Site Markings
- xxxiv. Building Protection Systems
- xxxv. Safety Equipment Systems
- xxxvi. System Integration Services
- xxxvii. Fire Suppression Systems
- xxxviii. Fire Alarm Systems
- xxxix. Airport Operations Area (AOA) Access Gates
 - xl. Plumbing Fixtures and Toilet Accessories
 - xli. Toilet Partitions
 - xl.ii. Site Improvements
 - xl.iii. Traffic Signal System Modifications
 - xl.ii. Generator and fuel tank

Activation/Commissioning/Operational Readiness

The Design-Build Entity shall prepare an Activation Plan, including schedule, activation checklist template, summary level report, and activation team organization chart. Design-Build Entity shall coordinate with City stakeholders in the commissioning, activation, and operational readiness (Activation) during each phase of the Project. Design-Build Entity shall provide personnel resources needed and implement the Activation process. Design-Build Entity shall participate in coordination meetings as directed by the City's Project Manager and shall be required to participate, coordinate, and schedule the Activation activities. Design-Build Entity shall correct any issues identified with their components, equipment, or portions of a system that are impacting the performance of the overall system.

Prior to Substantial Completion, Design-Build Entity shall submit all Equipment Inventory Sheets. New equipment information shall be submitted in an electronic format that can be uploaded into the Airport's Infor Computerized Maintenance Management System. Design-Build Entity shall coordinate Training Sessions for all Airport staff identified by the City's Project Manager. Design-Build Entity shall provide multiple sessions for shift workers, if required.

Prior to completion, Design-Build Entity shall resolve all outstanding Activation punch list items as identified in the Activation process. Prior to final completion, Design-Build Entity shall provide the completed Activation checklist with a summary level report to document the completion of the Activation activities.

Project Partnering and Stakeholder engagement shall continue throughout the Activation phase. Under the direction of the City's Project Manager, the Activation elements below may be altered in consideration of the accelerated schedule from the identified list below. Activation elements include, but are not limited to:

1. Activation/Commissioning/Operational Readiness
 - a. Mechanical System Balancing
 - b. Building Management System Programming and Integration
 - c. Fire Suppression System
 - d. Fire Alarm System
 - e. Network System
 - f. Access Control System

- g. Security Camera System
- h. Crash Phone Installation and Connectivity
- i. Paging Systems
- j. Speaker System
- k. Technology Systems and Implementation
- l. Plumbing Systems
- m. ADA Verification and Inspection
- n. Electric Power Systems
- o. Lighting Systems and Programming
- p. Traffic Signal Systems and Programming
- q. Conveying Systems (Elevator) (if applicable)

Substantial Completion/Final Completion

Design-Build Entity shall obtain the Temporary Certificate of Occupancy in advance of Substantial Completion. Design-Build Entity shall complete all equipment, hardware, and software training for Airport staff in a 24 hour operational facility. Design-Build Entity shall provide multiple sessions for shift workers, if required. Design-Build Entity shall demobilize from the site. Design-Build Entity shall submit all Equipment Inventory Sheets.

Design-Build Entity shall complete all site work in advance of Final Completion. Design-Build Entity shall obtain the Final Certificate of Occupancy.

Under the direction of the City Project Manager, the Closeout and Acceptance elements below may be altered in consideration of the accelerated schedule from the identified list below. Closeout and Acceptance elements include but are not limited to:

- 1. Closeout and Acceptance
 - a. Record Drawings (CAD and PDF deliverable)
 - b. Punchlist Inspections
 - c. Warranty Documents
 - d. Operation and Maintenance Documents
 - e. Systems Training (Video Recorded)
 - f. Recommended Maintenance Schedule and BMPs
 - g. Complete Construction Administration Documents
 - h. Final Engineer's Report
 - i. Inspection Logs and Final Inspection Documents
 - j. Superintendent Dailies
 - k. Project Photos and Construction Progress Documentation
 - l. Specified Attic Stock of Materials Used
 - m. Warranty and Guarantee Requests
 - n. Final Acceptance by City of San Jose Fire, Public Works, Transportation, Planning Departments and other Authorities Having Jurisdiction at the Airport
 - o. Final Payment

4.2 Project Schedule

Due to the funding requirements, the Project must begin the design process within six months of receiving the AIP grant. The Project will be accomplished in the various phases below as set forth in Section 4.1 above.

1. Programming
2. Design
3. Construction
4. Activation/Commissioning/Operational Readiness
5. Substantial Completion/Final Completion

Upon the issuance of the Notice to Proceed, the Design-Build Entity will be tasked with preparing a Project schedule in coordination with the City Team. If required to meet the Certificate of Occupancy date for the Project, and if budget allows, shift work, multiple crews, overtime, and other schedule acceleration methods may need to be deployed.

4.3 Project Costs

The anticipated budget for the ARFF Facility is approximately \$15.7 million [UA15] [RJ16][RK17] inclusive of all costs including Programming, Design Fees, Construction Cost, Construction Contingency, General Conditions, Design-Build Entities Fee, Bonds, Insurance, Contract Overhead, and all other applicable costs.

4.4 Applicable Codes and Standards

The following applicable codes and standards are not intended to be a complete list and use is as applicable. Codes and Standards include:

- FAA Advisory Circular 150/5210-15A "Aircraft Rescue and Fire Fighting Station Building Design", FAA AC 150/5370-10 "Standards for Specifying Construction of Airports", and FAA AC 150-5100-14E "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects".
- FAA Order 5300.38D - 2014 Airport Improvement Program Handbook
- International Air Transport Association Airport Development Reference Manual
- City of San José Standard Specifications dated July 1992 and applicable subsequent amendments (attached to Exemplar Contract)
- City of San José Special Provisions (attached to Exemplar Contract)
- City of San Jose Public Works Project Management Manual Cost Estimating Procedure, Number 103, dated July 10, 2006 (attached as Exhibit F)
- FAA General Provisions
- NFPA 415 and City of San Jose Fire Department Amendments
- Leadership in Energy and Environmental Design (LEED) silver level certification
- Federal Water Pollution Control Act, the State of California Storm water and National Pollution Discharge Elimination System storm water permit as required for C-3 and SWPP.
- California Technical Bulletin 117
- California Proposition 65 – Safe Drinking Water and Toxic Enforcement Act
- Adopted Codes and Regulations by the City of San Jose Department of Transportation

The following parts of 2016 California Code of Regulations (CCR) Title 24 apply to this Project:

- California Building Standards Administrative Code
- California Building Code
- California Electric Code
- California Mechanical Code
- California Plumbing Code

- California Energy Code
- California Fire Code
- California Green Building Standards Code
- California Reference Standard Code
- City of San Jose Building and Fire Code Amendments

Federal Standards include:

- American with Disabilities Act Standards (Title 24)

5.0 EVALUATING PROPOSALS

5.1 Responsiveness of Submission

A Proposal that is not current, accurate and/or completed in accordance with the requirements of this RFP is non-responsive and will be eliminated by the City from further consideration. Notwithstanding the foregoing, the City reserves the right to waive minor irregularities in a Proposal.

5.2 Supplemental Information

The City reserves the right to require any or all Proposers to provide supplemental information clarifying the submitted materials.

5.3 Consideration of Information outside the Submission

The City has the right to conduct a further and independent investigation of the information provided in Proposal. This includes contacting and speaking with references. The evaluation panel may use any relevant information gathered by such investigation - and any other relevant information that comes to the attention of the City - to evaluate a Proposal.

5.4 Evaluation Panel

The City will establish an evaluation panel of three (3) or more evaluators to review submitted Proposals that have met the Minimum Qualifications. Using the Evaluation Criteria, each member of the evaluation panel will independently evaluate each submission and will score the Proposals according to the Evaluation Criteria. A Proposer's numerical score will be the average of the numerical scores given by the members of the evaluation panel for that Proposer. The Proposals will be ranked from highest to lowest based on their respective numerical scores.

5.5 Evaluation Process

Step 1

City staff will review the submittal to ensure that the Proposers have included the required documents, met the Minimum Qualifications, and are responsive. If a Proposal is determined to be non-responsive or if the City determines that the Proposer does not meet the Minimum Qualifications, the remainder of the submission package will not be reviewed, and the non-responsive Proposers and Proposers determined not to meet the minimum required qualifications, if any, will be notified in writing. A Proposer that submits a proposal deemed non-responsive by City or a Proposer that the City determines does not meet the Minimum Qualifications may submit a protest of the responsiveness or Minimum Qualifications determination, as applicable, in accordance with Section 12 of this RFP. Notwithstanding anything to the contrary in Section 12, the Proposer shall submit its written protest of the City's determination no later than five (5) business days after the date of the City's letter of disqualification.

The City reserves the right to verify from any other available resources (including past performance record with the City), the information provided by the Proposer in any part of the Proposal package and to rely upon such information gathered during the verification process. The City reserves the right to adjust, increase, decrease, limit, suspend, or rescind any or all determination(s) based on subsequently learned information.

Step 2

The City will establish an Evaluation Panel as identified in Section 5.4 above to evaluate and score the Technical Proposals and oral interviews. Technical Proposals that meet all the Minimum Qualification requirements will be distributed to the Evaluation Panel for an independent technical evaluation. The Evaluation Panel will review and score the Technical Proposals, considering responsiveness, demonstrated competence, and experience. Members of the panel will be impartial, and will have technical knowledge and experience in the subject matter of the Project.

Each member of the evaluation panel will independently evaluate each Proposal using a 650 point rating system. Points will be assigned based on the following criteria and criteria weights:

Evaluation Criteria	Possible Points
Submittal Requirements	Pass/Fail
Minimum Qualifications	Pass/Fail and Passing Scores
Technical Evaluation Criteria	
Cover Letter Introduction letter demonstrates a clear and concise overview of the core strengths and why the team is most qualified to plan and execute this Project. Cover letter presents the Proposers Vision for the Project. The cover letter indicates whether the Proposer is a single entity, partnership, corporation, joint venture, or other legal entity recognized in the State of California. The cover letter identifies the contact person (Tab A).	Pass/Fail
Experience and Qualifications Staffing plan matrix and summary describes the role of each team member. Provides a description of the scope of the DB Entity and/or joint venture, Lead Design Firm, and each subcontractor firm's services and responsibilities.	150[GC18]

<p>Lists a local office location from which firm will be supported while on this Project.</p> <p>List former names, if any, under which the DB Entity has conducted business and the years of operation under each name.</p> <p>Organization Chart sufficiently addresses the positions necessary to support the Project.</p> <p>Key roles and responsibilities are sufficiently indicated on the Organization Chart.</p> <p>Lists projects of similar type, scope, and magnitude to this Project that meet the criteria of this RFP.</p> <p>Lists all relevant information for Projects referenced above.</p> <p>Provides a summary table to cross reference the Proposers Team with participation in the referenced projects (Tab B).</p>	
<p>Project Team and Subcontractors List List of key personnel's qualifications and experience demonstrates staff with the required experience who will add value to the Project. Proposer should list, at a minimum, the following personnel:</p> <ul style="list-style-type: none"> • Project Manager • Lead Designer • Stakeholder Engagement/Design Manager • Superintendent • Identified Subcontractors <p>Team members with experience managing the programming, design, construction, activation, and closeout of the following systems and could manage the delivery of these systems for the Projects:</p> <ul style="list-style-type: none"> • Mechanical, Electrical, and Plumbing • Airport Special Systems • Airfield and Aircraft Systems • Technical Requirements for the TSA and FAA, including AIP eligibility experience • Sustainability Practices <p>Other Key team members included in the Proposers Minimum Staffing Plans</p> <p>Provides resumes and lists relevant references/projects for all key personnel</p>	<p>100</p>

Key personnel demonstrate their commitment to the Project (Tabs C & D).	
Project Approach Approach clearly demonstrates their ability to provide necessary services to support the Project. The approach should include: <ul style="list-style-type: none"> • Approach to management entities and collaboration to ensure minimal impact to ongoing operations while delivering the Project • Approach and commitment to Project Partnering • Approach to innovative energy performance and sustainability measures • Three schedule savings/cost saving strategies applicable to the Project • Examples of risk mitigation • Approach to Trade Packages • Approach to testing, start-up, system activation, commissioning, and pre-opening activities (Tab E). 	100
Design Narrative Demonstrates how the design will create an economical and sustainable design that is consistent with the design principles employed on the West Side Development. Design shall be in conformance with Exhibit E (Tab F).	75
Design Rendering Demonstrates the design approach to create a facility that blends with the West Side Development and in conformance with Exhibit E. Provides required functions, training facilities and living spaces consistent with the FAA Advisory Circular for those employees that would be assigned to the facility (Tab G).	75
Schedule and Phasing Demonstrates the effectiveness of phasing of the design and construction (Tab H).	75
Safety and Security Approach Explains Proposer's safety and security approach to further promote a safe and secure work environment for all construction and other staff throughout the Project. Approach demonstrates quality, innovation, and effectiveness of safety and security (Tab I).	75
TOTAL	650

After evaluating and scoring the Technical Proposals, the City may – at its sole discretion – decide to conduct oral interviews of some or all the prospective Proposers before making its final ranking. If the City decides to conduct oral interviews, it will do so as follows:

- The City will determine how many of the highest ranked Proposers it will interview. The City will interview the highest ranked Proposers within the number of Proposers it decides to interview. For example, if the City decides to interview four (4) Proposers, it will interview the four (4) highest ranked Proposers. The City will establish an impartial interview panel consisting of three (3) or more persons.
- The length and location of the oral interviews will be at the discretion of the City.
- Each member of the interview panel will independently evaluate and score each interviewed Proposer using a 550 point system consisting of the same Evaluation Criteria and criteria weights as is set forth in the Technical evaluation.

A Proposer's final numerical score for the interview will be the average of the numerical scores given for the interviews by the members of the interview panel for that Proposers. The City will determine the final ranking of the interviewed Proposers, from highest to lowest, based on their respective numerical interview scores. If the City elects not to conduct interviews, the point value for the interviews will not be considered.

Step 4

Total Possible Points

Following any oral interviews, the City staff will add together the Technical Proposal points and the Oral interview points. City staff will then calculate and assign points for the Price Proposals. The lowest rough order of magnitude (ROM) Price will receive one hundred percent (100%) of the points assigned to the Price Proposal. Remaining Proposers will receive a deduction in points equal to the percentage difference between their total ROM for Evaluation and the lowest ROM for evaluation.

RFP – Written and Oral Proposal Evaluation	Scoring Weight
Technical Proposal	650[GC19]
Oral Interview	550
Price Proposal	300
Total Possible Points.	1500

5.6 Written Notification of Rankings

The City will post on BidSync the results of the ranking based on the scores of the Evaluation Panel. The City will indicate that this notice is a "Final Ranking Notice" unless it decides to conduct interviews in accordance with Section 5.5. If the City decides to conduct interviews, then this notice is an "Interim Ranking Notice." The "Interim Ranking Notice" will state how many of the top ranked Proposers the City will interview and it will provide information regarding the interviews. Following the interviews, the City will post the "Final Ranking Notice" of the ranking on BidSync.

5.7 Post Award Submittal Requirements

The two (2) highest ranked Proposers in the Final Notice may be requested to submit a Certificate of Insurance within five (5) business days from the final day of the protest period set forth in Section 12 Protests. A Proposer's failure to provide the documents within this time frame may result in the City disqualifying that Proposer. The Exemplar Insurance Requirements are located in Exhibit D.

5.8 Negotiations

The City will negotiate the specific Scope of Work and the compensation for the Project with the top ranked Proposer receiving the greatest number of points. If the City and the top ranked Proposer reach agreement, then they will enter into an agreement based on Exhibit B – Exemplar Standard Contract. If the City and the top ranked Proposer cannot reach agreement, then the City may negotiate with the second ranked Proposer. This process will continue until the City reaches an agreement with a Proposer or terminates the RFP. The City may begin negotiating with the next lower ranked Proposer whenever the City determines that doing so is in its best interest. The City may elect to negotiate with more than one Proposer at the same time.

6.0 GENERAL SUBMITTAL REQUIREMENTS

6.1 Submitting Proposal

Each Proposer must submit its Proposal to the submittal location on or before the submittal deadline. The City will not consider any Proposals submitted after the Submittal Deadline. Each Proposer must submit its Proposal to the attention of the Contact Person and must clearly label the front of its submission with the RFP title and number – all as identified on the front cover of this RFP.

6.2 Proposal Submission Package

The Proposal must be a single, complete package that properly and fully responds to all the requirements of this RFP. The Proposal submission package (or small box) will consist of multiple envelopes and are required to be submitted as follows:

Envelope 1: Required Forms

FORM 1 - [DBE][GC20] Certification Statement (One (1) copy to be submitted.)

Sections 3.8 and 15.5 of this procurement discuss the Airport's Disadvantaged Business Enterprise (DBE) Program. Complete Form 1 – "DBE Statement" by indicating whether the firm is DBE certified or if any of the subs the firm intends to use are DBE certified.

FORM 2: Minimum Qualifications Form (One (1) copy to be submitted.)

Complete FORM 2 – MINIMUM QUALIFICATIONS detail how the Proposer meets the Minimum Qualifications outlined in FORM 2.

FORM 3: Proposer Questionnaire (One (1) copy to be submitted.)

Complete FORM 3 – PROPOSER QUESTIONNAIRE, to acknowledge recent firm performance and events as described in Form 3.

FORM 4 – Exceptions to the Exemplar Standard Contract (One (1) copy to be submitted.)

Complete FORM 4 noting whether the Proposer takes any exceptions to the standard terms and conditions set forth in the Exemplar. *In selecting a Proposer, the City may consider any exceptions to the standard terms and conditions taken by a Proposer.*

The Proposer selected to perform the services described in this RFP will enter into a Design-Build Contract with the City before performing any work. An exemplar of the standard terms and conditions of the Standard Contract that the Proposer would need to enter into is set forth in Exhibit B of this RFP, entitled "EXEMPLAR STANDARD CONTRACT."

NOTE: The City has the discretion to consider, without limitation, any exceptions to the standard terms and conditions taken by the Consultant in deciding with which proposer it will negotiate an agreement. This discretion is not limited by the proposer's ranking based on the Evaluation Criteria or by anything to the contrary in this RFP.

FORM 5 – Insurance Acknowledgement (One (1) copy to be submitted.)

Complete Form 5 which confirms whether the Proposer has the required insurance as identified in Exhibit D Exemplar Insurance Requirements at the time of submitting the Proposal or whether the Proposer will get the appropriate insurance if the Proposer is one of the highest ranked in the Final Ranking.

The Proposer, at its sole cost and expense and for the full term of the Design-Build Contract and any extension thereof, will be required to obtain and maintain, at a minimum, all the insurance coverages in the amounts and terms outlined in Exhibit D, Exemplar Insurance Requirements.

The City reserves the right to consider alternative proposals and arrangements for insurance coverage for the Project, including and not limited to, using a Contractor Controlled Insurance Program (CCIP). Additionally, the City reserves the right to require the selected Proposer to enter into negotiations for coverage of the Project under a CCIP or any other alternative proposal for insurance coverage.

The City will provide any additional details about insurance coverage during the RFP process.

FORM 8: Tax Delinquency and Felony Convictions Certification (One (1) copy to be submitted.)

Complete FORM 8 – TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATION and complete the two certification statements.

FORM 9: Labor Peace Report (One (1) copy to be submitted.)

Complete FORM 9 – LABOR PEACE REPORT.

Electronic Submission

One USB flash drive containing all documents required in this Proposal, except Envelope 3.

Envelope 1 must be clearly marked “Envelope 1 – Required Forms and Electronic Submission: CPMS 8963, Mineta San José International Airport, “Aircraft Rescue and Firefighting Facility”.

Envelope 2: Technical Proposal (Six (6) copies to be submitted.)

The Technical Proposal must include all requirements identified in Section 9.0 – Technical Proposal. The spiral bound copy must be divided into sections using the “TAB” identifiers designated in Section 9.0. Technical Proposal.

The Proposal shall be a maximum of 25 double-sided sheets of paper and printed double sided to the maximum extent possible. All pages will be letter size (8 ½” by 11”) or, if folded to that dimension, twice letter size (11”x17”). All attachments must follow the same sizing.

Envelope 2 must be clearly marked “Envelope 2 – Technical Proposal: CPMS 8963, Mineta San José International Airport, “Aircraft Rescue and Firefighting Facility”.

DO NOT SUBMIT WITH PROPOSAL PACKAGE: Envelope 3: Price Proposal – (One (1) copy to be submitted.)

Envelope 3 – Price Proposal is to be submitted by short-listed Proposers in the event City invites them to interview based on evaluation and scoring of the proposals. In the event that the City elects not to conduct interviews, City will notify the short-listed Proposers when to submit their Price Proposals. Short-listed Proposers invited to interview shall bring with them to the interview a completed FORM 6 – PRICE PROPOSAL in an Envelope 3 in the manner described in Section 10 of this RFP.

One (1) unbound copy and one electronic version (on USB or flash drive) of the Proposers Price Proposal Form 6.

Envelope 3 shall be clearly marked “Envelope 3– Price Proposal Form: CPMS 8963, Mineta San José International Airport, “Aircraft Rescue and Firefighting Facility.”

6.3 Number of Copies

Each Proposer must submit the number of complete packages noted above in each envelope to the contact person identified on the front cover.

6.4 Formatting

The Proposal must be in Times New Roman, Arial, Calibri or some similar, easily readable font. The size of the font cannot be any smaller than 11. Narrow or condensed fonts are not permitted.

6.5 Facsimile/Electronic Copies Prohibited

The City will not accept Proposal via facsimile or those that are only in an electronic format.

7.0 BONDS

7.1 Performance and Payment Bonds

The Proposer will be required to 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 (refer to Section 4.3 for the project costs and Exhibit B Exemplar Standard Contract) 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 Bonds. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San José as beneficiary.

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 for the performance bond only. The City will also consider other guarantees (bank Letter of Credit, or other guarantees) in lieu of the performance bond requirements. Consistent with Cal. Civ. Code Section 9550-9566, the City is prohibited from accepting a letter of credit or other guarantees in lieu of a payment bond; a payment bond is required.

8.0 USE OF INFORMATION

The City has the discretion to consider, without limitation, any of the information disclosed in accordance with this provision in deciding with which proposer it will negotiate a Contract. This

discretion is not limited by the proposer's ranking based on the Evaluation Criteria or by anything to the contrary in this RFP.

9.0 TECHNICAL PROPOSAL

The TECHNICAL PROPOSAL shall include all the requirements of this Section and follow the submittal instructions in Section 6.2, Envelope 2.

9.1 TAB A: Cover Letter

Provide a cover letter (maximum 2 pages) signed by an authorized representative of the Proposer to perform the commitments contained in the Proposal and the Contract Documents. It shall serve as an Executive Summary of the Proposal and demonstrate a clear and concise overview of the core strengths of the Proposer's team and why the Proposer's team is the most qualified to plan and execute this Airport Project. The letter should introduce not only each company that is a member of Proposer's team but also the cooperation of your proposed team, highlighting their benefits and attributes and how you plan to integrate to perform the work at the Airport.

- a. The cover letter shall represent the Proposer's vision for the delivery of the Project as detailed in the RFP. Provide comments or suggestions to the Airport for generating the coordination, cooperation, and teamwork to run the Project wisely and efficiently.
- b. Indicate whether the Proposer is a single entity, partnership, corporation, joint venture, or other legal entity recognized in the State of California. If the Proposer is a joint venture, provide a copy of the joint venture agreement in Envelope 1.
- c. Identify the names of the contact person, his or her title, telephone number, email address, mail address, and a brief description of his or her role on the Project. The contact person must be listed as one of the Key Personnel in the Proposal.
- d. By submitting the Proposal, the Proposer affirms the following:
 - Proposer agrees to commit and assign all Key Personnel identified in the Proposal.
 - Proposer understands that the selection of its Proposal will be based, in part, on the Proposer's team and the Key Personnel as submitted in response to this RFP. Therefore, the City will not approve any request for substitution of the Key Personnel within six (6) months after issuance of the Notice to Proceed with Programming, until the basis for the substitution request has been thoroughly and fully investigated for the causes and reasons.
 - If any substitution of the Proposer's Project Manager as submitted with the Proposal is required, the Design-Build Entity shall propose a replacement in writing to the City's Project Manager for approval.
 - Design-Build Entity shall replace their Project Manager departing from the Project or departing from his/her assigned role in the Contract with an individual of comparable experience thirty (30) calendar days prior to the departure of the assigned Project Manager. Failure to replace the Project Manager of Key Personnel shall not relieve the Proposer of its obligation for full performance of the services to be provided because of any unfilled position.

9.2 TAB B: EXPERIENCE AND QUALIFICATIONS

Proposer's Team consists of the Proposer, all joint ventures members, and subcontractors, including Key Personnel. "**Key Personnel**" is defined as those individuals of the Proposer's Team who will have direct, hands-on responsibility within their respective disciplines for the provided services.

Describe the proposed Project Team composition, organization, and management as follows:

1. Introductory narrative on the Project Team including company(s), subconsultants, subcontractors, team roles and responsibilities, and staffing matrix. Also, explain how the team will work together.
2. Organization of Proposer's Team
 - Provide a staffing plan matrix and summary describing the role of each member of the Proposer's team. Describe the scope of the Prime Builder, and/or joint venture, Lead Design Firm, and each subcontractor firm's services and responsibilities during all project phases. Identify the local office location from which the firms will be supported while at the Airport. Indicate all former names, if any, under which the prime firm has conducted business and the years of operation under each name.
 - Provide an organization chart showing the reporting relationships and responsibilities for the Prime Builder, Lead Design Firm(s), and the disciplines of other firms for all Project Phases.
 - For each discipline indicated on the organization chart, indicate the key role and responsibilities to the Project.
2. The Proposer must successfully demonstrate a full range of technical and managerial disciplines and construction capabilities associated with providing these Design – Build services for relevant projects similar in size and complexity to this Project. The Proposer must either individually, or collectively, demonstrate, through project examples, relevant expertise to successfully perform the Proposer's roles and responsibilities described in the Scope of Work.

Provide a description of a minimum of two (2) projects that are similar in type, scope, and magnitude to this Project, as described in the Scope of Services, especially at similar facilities that must be phased and implemented with minimal disruption to operations, where the Proposer OR its Key Personnel provided the following services. The Project Manager must be in one of the projects with his/her role identified:

- Professional design and/or construction services for either a public jurisdiction Fire Department Fire House Facility OR an Airport ARFF Facility construction project, valued at 10 million or more, using the Alternative Project Delivery model.
- Utilized a collaborative electronic project management system for project estimates, cost management, and construction management. Specify system used.
- Utilized an electronic design and construction tools and turned over Building Information Models to the owner, with specifications.

Project descriptions shall be limited to one-page each (double sided). Provide the following information for each project:

Identify which firm included in the Proposal was key in the performance of the project:

- Name of Project
- Client Contact information – **Current** telephone number and email address. (We must to be able to reach them.)
- The scope of services provided
- Total dollar value of the project
- Total dollar value of the Firm's contract

- Contract start and contract end dates
- Identify the project delivery method
- Indicate whether the project involved Programming Phase Scope development
- Identify the permitting requirements which the Design-Build Entity was responsible for assisting the Owner in obtaining, including development of Standard Operating Procedures
- Identify the Construction Sequencing Work Plan developed by the Design-Build Entity describing the interim operating improvements, conditions, and regulatory requirements.
- Identify approach for facility activation, commissioning, and operational readiness.

Submit a one-page summary table to cross reference the Proposer's Team with participation in the reference projects.

9.3 TAB C: PROJECT TEAM (INDIVIDUALS)

Demonstrate the qualifications and experience of the Key Personnel, including the minimum qualifications for the following positions:

- Project Manager:** The Project Manager should not only have robust and relevant experience, but should be able to thrive in the collaborative working environment of an Airport with multi-faceted stakeholders. Project Manager having experience with the delivery of at least one (1) public jurisdiction Fire Station OR an Airport ARFF Facility, inclusive of Programming through Closeout is acceptable.
- Lead Designer:** The Lead Designer should have experience in the design of at least two public jurisdiction Fire Stations OR an Airport ARFF Facilities, or a combination of such. The Lead Designer must possess a valid professional license/registration by the California Architects Board.
- Stakeholder Engagement Manager/Design Manager (SEM):** The Stakeholder Engagement Manager should have experience managing the programming and design of at least one (1) public jurisdiction Fire Station OR an Airport ARFF Facility. The SEM should be collaborative, innovative, and able to help guide the team towards the Airports collective architectural vision. The SEM should be available to the team, at a minimum, during the Programming, Design, and Construction phases.
- Superintendent.** The Superintendent is the team member that will be on site managing the day to day field operations of the project during all phases of construction through closeout. The Superintendent must be collaborative and have experience with Design Build delivery method in a public jurisdiction Fire Station OR an Airport ARFF Facility .
- Other **individual team members** with experience managing the programming, design, construction, activation, operational readiness, and closeout of the following systems and could manage delivery of these systems for the Project:
 - Mechanical, Electrical, and Plumbing
 - Airport Special Systems
 - Crash Phone Installation and Connectivity
 - Airfield and Aircraft Systems
 - Technical requirements for Transportation Security Administration and Federal Aviation Administration.
 - Sustainability Practices
- Other Key team members included in the minimum staffing plan.

For all Key Personnel, provide no more than a two-page resume, including relevant projects, for each individual that includes the following information (resumes are not part of the page count.)

- First, middle initial, and last name
 - Business contact information
 - Position with firm
 - Years of experience (a minimum of 5 years of experience performing work associated with their discipline).
 - Years of experience with current firm
 - Education
 - Applicable Credentials
 - Current Professional Registration
 - Current LEED accredited professional documentation (as applicable)
 - Role on this Project with estimated percentage of time available to work on each phase as outlined in Scope of Work, and estimated percentage of time available to be on site during each phase
- g. For all Key Personnel, provide up to three (3) relevant references that relate to the three projects in their resume with the following information:
- Client name
 - Current phone number
 - Current email address
- h. Provide two projects that are similar in scope and size to this Project and may include, but not limited to design and construction using an alternative delivery model such as Design-Build, Progressive Design-Build, Design-Assist, Construction Manager at Risk, and/or Construction Manager/General Contractor.

9.4 TAB D: SUBCONTRACTING LIST (TEAM PARTNERS)

Proposer shall provide a listing of all subcontractors to who the Proposer intends to, or anticipates, subcontracting obligations under this Design Build RFP. The requirement applies to a construction subcontractor of any tier. This tab shall specify specific construction trades and scope of work to be performed by such subcontractor.

9.5 TAB E: PROJECT APPROACH

Proposer must demonstrate that it can provide all services necessary to support the Project. The Project Approach should demonstrate the Proposer's understanding and commitment to support or implement the following throughout the Project.

Describe the Project execution approach that the Proposer intends to utilize in a coordinated and thorough manner. Describe how the Proposer would provide the depth of technical services required. Include discussion of the following:

- a. Approach to management of the Project entities (lead design firm, subconsultants, subcontractors, etc.) and collaboration with the City team, City Fire Department, and the stakeholders throughout the Programming, Design, Construction, Activation/Commissioning/Operational Readiness, and Substantial Completion/Final

Completion phases to ensure minimal impact to ongoing operations while providing maximum improvements to the facility, its' systems, safety, security, etc.

- b. The Proposer must demonstrate their commitment to project partnering that is consistent with the International Partnering Institute Best Practices Guide. Include in the discussion the ability to collaborate with a wide variety of stakeholders experienced at the Airport including City staff, City Fire Department, FAA, TSA, and other Regulatory Agencies.
- c. Approach to innovative energy performance and sustainability measures.
- d. Provide a minimum of three schedule savings/cost savings strategies that the team has successfully employed on similar projects and the time/cost reductions the team could realize for these actions.
- e. Approach to Risk Mitigation and how key risk factors will be reduced, identified, and mitigated. Provide examples from past and/or current projects where risk was identified and mitigated.
- f. Approach to subcontractor selection and coordination, including:
 - o Specific approach to selection of core subcontractors.
 - o Coordination of self-performed Work and subcontractor Work.
 - o Approach to maintaining FAA AIP eligibility to the greatest extent on the Project.
 - o Specific approach to maximizing meaningful Disadvantaged Business Enterprises and Small Business participation.
 - o Local labor inclusion
- g. Approach to testing, start-up, system activation, facility commissioning, and coordination of pre-opening activities. Explain the Proposer's approach to working closely with the City Fire Department, City Airport Divisions and regulatory agencies during the operational readiness of various ARFF Facility milestones.

9.6 TAB F: DESIGN NARRATIVE

Provide a one (1) page design narrative, written and signed by the Lead Designer, explaining how the team will economically achieve successful design and construction of the Project while maintaining the consistency with the other Airport West Side developments. In addition, discuss how sustainability practices will be incorporated into the overall design and in conformance with Exhibit E.

9.7 TAB G: DESIGN RENDERINGS

The Design Renderings are not expected to be the output of a robust design exercise but rather the City would like the Proposer to demonstrate the design approach and how the Proposer will integrate the FAA requirements for an ARFF Facility with the specific needs of the firefighters at the Airport.

- The rendering perspectives will be on a 11"X17" page
- Rendering 1 will be the interior perspective of the ARFF Facility within the apparatus bays.
- Rendering 2 will be the interior perspective of the common space within the interior of the ARFF Facility.
- Rendering 3 will be the exterior landside perspective of the ARFF Facility from Coleman Avenue.

9.8 TAB H: SCHEDULING AND PHASING

Provide an overview summary schedule showing the Scope of Work, including resource allocation for staff, based on the proposed Project Approach. (Schedule may be an appendix and is not part of the page count.)

Provide a one-page narrative co-written by the Proposer's Lead Designer and Project Manager explaining how the Proposer will approach achieving project completion in the time frame allocated in the contract.

9.9 TAB I: SAFETY AND SECURITY APPROACH

Safety and Security are the top priority at the Airport in all its daily operations as well as construction safety. The City wants to ensure that every day is a safe day, not only for our employees, our passengers, but also for construction workers. Describe the Proposer's Safety Approach to promote a safe work environment for all construction and staff throughout the Project area. The Safety and Security Approach should demonstrate the Proposer's understanding and commitment to support its implementation. In addition, the Proposers shall commit to understanding and following all Airport and Transportation Security Administration related security requirements as it applies to this Project.

10.0 PRICE PROPOSAL

Section 6.0, Envelope 3 – The Price Proposal shall fully satisfy the format and content requirements of the RFP, and shall set forth the Proposer's Proposed Design Build Rough Order of Magnitude (ROM) for the Project. Materials and data provided in the Price Proposal must be clear, complete, accurate, and in compliance with the RFP. The Price Proposal shall reflect the space and site requirements indicated in Exhibit A.

The proposed Design Build ROM shall include all costs for performing the Work including obtaining all applicable Governmental approvals, engineering, designing, constructing, testing (including but not limited to site geotechnical & abatement studies) and commissioning of the Project, including all related services and activities in compliance with this RFP. The Design Build ROM shall also include the costs associated with the required insurance, the performance and payment bonds and shall be inclusive of all taxes. The Design Build ROM proposal shall cover furnishing of all professional services, labor, equipment, materials, and related services required to perform the Work in compliance with the RFP. The proposed Design Build ROM shall take into account the terms and conditions in Exhibit B Exemplar Standard Contract contained in this RFP, including all addenda.

The Price Proposal Form 6 must be signed and dated, indicating the Proposer's name, by an authorized officer of the Proposer. Price Proposals by a partnership, a JV, LLP or LLC, must be executed in the partnership name and signed by an authorized officer of each partner / member. Such signed Price Proposal shall be accompanied by evidence of authority of the officers to sign for the Proposer. The Proposer shall complete all pricing information requested in the forms. No material alterations in the forms by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed and dated by the authorized officer(s) of the Proposer. If initialed, the City may require Proposer to identify any alteration so initialed.

ALL PRICE AND COST INFORMATION SHALL BE INCLUDED IN THE PRICE PROPOSAL. NO PRICE OR COST INFORMATION SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL. IF ANY PRICE PROPOSAL INFORMATION IS INCLUDED IN THE TECHNICAL PROPOSAL, THE ENTIRE PROPOSAL MAY BE REJECTED.

Cash Flow Forecast - The Proposer shall develop and provide a monthly Cash Flow Forecast of the Design Build ROM consistent with the Project Schedule based on estimated invoice amounts, less retention, to be submitted by month and cumulative, demonstrated by a monthly histogram and a cumulative curve respectively for the duration of the Project from the planned NTP Date to the Final Completion Date and placed in Envelope 3. The cumulative total of the Cash Flow Forecast will equal the proposed Design Build ROM. During discussions with the successful Proposer, the Cash Flow Forecast will be reviewed by the City and a final Cash Flow forecast incorporating any City comments will be utilized as an exhibit to the Design Build Contract and updated by the Design Builder each month with the Payment Request for submittal to the City for approval.

11.0 COMMUNICATIONS REGARDING THE RFP

11.1 Submitting a Question or Objection

Proposers must NOT submit any questions and/or objections to this RFP directly to the Contact Person listed on the cover sheet of the RFP. They must submit any questions and/or objections using BidSync. Contacting any City representative(s) other than the Contact Person about this RFP, or contacting the Contact Person other than by using BidSync, are prohibited and are grounds for disqualification.

11.2 Content of Question or Objection

Questions and/or objections must be as specific as possible and must identify the RFP section number and title at issue. A Proposer submitting an objection must describe the objection as specifically as possible and set forth the rationale for the objection.

11.3 Deadline for Submitting a Question and/or Objection

Proposers must submit any questions or objections *no later than* the Deadline for Submitting Questions and/or Objections indicated on the timeline in this RFP.

11.4 City's Issuance of Addenda, Notices and Answers to Questions

The City will post all addenda and notices regarding this RFP on BidSync. The City may provide a written response to any question(s) and/or objection(s) in the form of a single answer or by issuing an addendum.

11.5 Proposers are Responsible for Checking BidSync

The addenda, notices and answers to questions issued by the City on BidSync become part of this RFP. Each Proposer is responsible for checking BidSync for addenda, notices and answers to questions. In the event a Proposer obtains this RFP through any means other than BidSync, the City will not be responsible for the completeness, accuracy or timeliness of the final RFP document.

11.6 Relying on Other Written or Oral Statements Prohibited

Proposers can rely only on this RFP and any subsequent addenda, notices and answers issued by the City on BidSync. Proposers cannot rely on any other written or any oral statements of the City or its officers, Directors, employees, or agents regarding the Project or the RFP.

12 PROTESTS

12.1 Procedures for Protesting

A Proposer that submitted a Proposal can protest the Proposer rankings only after the City issues the Final Notice of the rankings. A Proposer that desires to protest the Proposer rankings must submit a written protest to the Director of the Department of Public Works, [addressed[RJ21]] as follows:

City of San José[RJ22]
Attention: David French, CIP Procurement Manager
200 East Santa Clara Street, 5th Floor
San José, CA 95113-1905

The written protest must detail the grounds and factual basis of the protest, and must include all relevant supporting information.

12.2 Time for Submitting Protest

A Proposer desiring to protest the rankings must submit its written protest no later than five (5) business days after the date on the Final Notice of the rankings. The failure to submit a written protest within this time is a bar to protesting the rankings.

12.3 Grounds for which No Protest is Allowed

There is no right to protest based on the following:

- a. Incomplete (non-responsive) Proposals;
- b. Late submission of Proposal; or
- c. A dispute regarding the RFP requirements and/or specifications that could have been addressed by submitting a question and/or objection in accordance with Section 11.

12.4 Director's Decision

The Director of Public Works (Director), or an appropriate designee of the Director, will issue a written decision on any protest. The Director, or designee, may base the decision on the written protest alone or may informally gather evidence from the Proposer filing the protest or any other person having relevant information.

13 GROUND FOR DISQUALIFICATION

- 13.1 All Proposers are expected to have read and understand Sections 14.4 through 14.6 of this RFP and the "Procurement and Contract Process Integrity and Conflict of Interest", Section 15 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of the Resolution 77135 can be found at:

<http://www.sanjoseca.gov/documentcenter/view/35087>

Any Proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

- Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.
- Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.
- Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.
- Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

- 13.2 In addition to violations of Process Integrity Guidelines, the following conduct may also result in disqualification:

- Offering gifts or souvenirs, even of minimal value, to City officers or employees.

- Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
- Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.
- Proposer's default under any City Contract, resulting in termination of such Contract.

14 MISCELLANEOUS PROVISIONS

14.1 City's Right to Terminate Process

The City reserves the right to terminate this RFP at any time.

14.2 Costs of Preparing Submittal

Proposer bears all costs associated with its efforts in responding to this RFP.

14.3 Gifts Prohibited

14.3.1 Chapter 12.08 of the San José Municipal Code generally prohibits a City officer or designated employee from accepting any gift(s). The Proposer selected as a result of this procurement will be required to comply with Chapter 12.08. (See Exhibit B - Exemplar Standard Contract.)

14.3.2 By submitting a response to this RFP, the Proposer represents that:

- It is familiar with the requirements of Chapter 12.08, and
- It has complied with, and throughout the remainder of this procurement will continue to comply with, the requirements of Chapter 12.08.

The Proposer's failure to comply with Chapter 12.08 at any time during this procurement is a ground for disqualification.

14.4 Disqualification of Former Employees

14.4.1 Chapter 12.10 of the City's Municipal Code generally prohibits a former City officer or "designated employee", as defined in Chapter 12.10, from providing services to the City connected with his/her former duties or official responsibilities. The Proposer selected as a result of this procurement will be prohibited from either directly or indirectly using any former City officer or designated employee to perform services in violation of Chapter 12.10. (See, Exhibit B - Exemplar Standard Contract.)

14.4.2 By submitting a response to this RFP, the Proposer represents that:

- It is familiar with the requirements of Chapter 12.10, and
- Its response to this RFP does not contemplate the use of any former City officer or designated employee in violation of Chapter 12.10.

The Proposer's failure to comply with Chapter 12.10 at any time during this procurement is a ground for disqualification.

14.5 Unfair Competitive Advantage

14.5.1 The City seeks to procure Design-Build services through a competitive, impartial process in which all Proposers are treated fairly. A Proposer that has an actual or apparent unfair competitive advantage jeopardizes the integrity of the competitive process.

14.5.2 A number of different situations can give rise to an actual or apparent unfair competitive advantage. Most commonly, an actual or apparent unfair competitive advantage arises

because the Proposer or one of its team members has unequal access to nonpublic information or unique insight into the scope of work. Whether an unfair competitive advantage exists depends on the specific facts of each situation.

14.5.3 The existence of an unfair competitive advantage is a basis for the City to disqualify a Proposer's participation in this RFP. If the City determines that a Proposer is disqualified because of the existence of an unfair competitive advantage, it will provide the Proposer with a written statement of the facts leading to its conclusion that an unfair competitive advantage exists. The Proposer may protest the determination in accordance with the process set out in Section 12 of this RFP. Notwithstanding anything to the contrary in Section 12, the Proposer shall submit its written protest no later than five (5) business days after the date of the City's letter of disqualification.

14.5.4 The Proposer represents that before submitting a response to the RFP it investigated and considered the issue of potential unfair competitive advantage, including considering any team members it has worked with. By submitting a response to the RFP, the Proposer further acknowledges that performing the work resulting from this RFP potentially could be the basis of creating an actual or apparent unfair competitive advantage for any future work. The City strongly advises Proposer to consult with their legal counsel regarding these issues.

14.6 Conflict of Interest

14.6.1 Each Proposer submitting a Proposal is responsible for determining whether or not its participation, as well as the participation of any of its team members, in the contract that is the subject of this RFP constitutes a conflict of interest or a potential conflict of interest. Each Proposer must investigate and manage any potential conflict of interest as part of considering whether to submit a Proposal and when assembling its project team.

Each Proposer also is solely responsible for considering what potential conflicts of interest, if any, entering into the contract that is the subject of this RFP might have on its ability to obtain future contracts for any related, future phases of work.

The conflict of interest laws are complicated and determining the existence of a conflict of interest involves a fact intensive analysis of each particular situation. Proposers are strongly advised to consult with their legal counsel with regard to these conflict of interest matters

14.6.2 The successful Proposer will be required to avoid all conflicts of interest or appearance of conflicts of interest in performing the services. (See Exhibit B - Exemplar Standard Contract.) The successful Proposer will be required to:

- Acknowledge that it is familiar with the conflict of interest laws,
- Certify that it does not know of any facts that constitute a conflict of interest; and
- Agree to immediately notify the City if it becomes aware of any facts giving rise to a conflict of interest.

14.6.3 Although there are a number of conflict of interest laws and regulations with which Proposers must be familiar, the following are the two (2) primary ones. The following descriptions of these two (2) conflict of interest laws are very general and are intended to serve only as a starting point in each Proposer's consideration of the issue.

Political Reform Act (Government Code Sections 83111 – 83116):

In general, the Act prohibits “public officials” from making, participating in making, or using their official position to influence a “governmental decision” in which they have a “financial interest.” Under the Act, an *individual* providing Design-Build services to the City is deemed to be a “public official” if the individual either (A) makes certain specified types of governmental decisions, or (B) serves in a staff capacity and in that capacity either (1) participates in making a governmental decision, or (2) performs the same or substantially all the same duties for the City as a City employee who is required to complete a disclosure form under the Act. For more information on this topic, see the California Fair Political Practices Commission’s website at <http://www.fppc.ca.gov/>.

If an individual providing Design-Build services to the City or an individual employee of the selected Proposer is deemed to be a “public official,” then the *individual* must fill out and submit to the City a Statement of Economic Interests disclosure form, commonly known as a Form 700. (See, Exhibit B - Exemplar Standard Contract.) The scope of the required disclosure is tailored to the nature of the work that the individual will be performing.

Government Code Section 1090:

Section 1090 reflects the common law prohibition against self dealing. Unlike the Political Reform Act, which applies to all government decisions, Section 1090 applies to contracts. In general, it prohibits a government official or employee from entering into a contract that he/she was involved in making. Section 1090 is concerned with financial interests other than those that are remote or minimal.

It is generally accepted that Section 1090 applies to Proposers who carry out duties commensurate with those of government employees. Moreover, the “making” of a contract is defined broadly under Section 1090 and would include a Proposer’s participation in preliminary discussions, negotiations, compromises, reasoning, planning, drawing of plans and specifications, and solicitations for bids.

Violating Section 1090 can result in the Proposer’s Contract being void, the Proposer having to disgorge public funds, and the public entity not having to restore the benefits it received. It can also lead to criminal charges.

14.6.4 Given the complexity in determining the existence of a conflict of interest, it is hard to generalize about what facts might, or might not, result in a conflict of interest. Accordingly, the following are intended to be no more than some general guidelines that Proposers should treat solely as a starting point in its analysis.

Generally speaking, there is a greater risk for conflicts of interest when a Proposer seeks progressive participation in various phases of a project. This risk is fairly limited when a Proposer seeks a contract related to a project for which the Proposer prepared only general, planning type of documents, such as needs assessment reports, environmental review documents, geotechnical reports, site surveys, and site condition assessments. The following situations would tend to pose a higher risk of a conflict of interest and would merit a closer analysis of the issue by a Proposer:

- The Proposer is seeking a contract in which it participated in the development of the RFI, RFQ, RFP or bid documents.
- The Proposer is seeking a contract that would involve it reviewing any of its own work performed under another contract.
- The Proposer is seeking a contract for a project that is part of a program for which the Proposer provides general program management services. The concern would be that,

as a general program manager, the Proposer probably would be involved in defining the program, the projects within the program and, therefore, necessarily the resulting contracts.

- The Proposer is seeking a contract for a project in which it prepared the conceptual report. The concern would be that the conceptual report would generally define the project and contract scope.
- The Proposer is seeking a contract for a project in which it prepared an alternative analysis report. The concern would be that such a report proposes to decision-makers the various alternatives in project scope, cost, schedule and environmental impact. Determining a conflict of interest would require an analysis of the extent of the Proposer's participation in the decision-making process of selecting a preferred alternative.

14.6.5 The existence of a conflict of interest is a basis for the City to disqualify a Proposer's participation in this RFP. If the City determines that a Proposer is disqualified because of the existence of a conflict of interest, it will provide the Proposer with a written statement of the facts leading to that conclusion. The Proposer may protest the determination in accordance with Section 1 of this RFP. Notwithstanding anything to the contrary in Section 1, the Proposer shall submit its written protest no later than five (5) business days after the date of the City's letter of disqualification.

14.6.6 [NOT USED]

14.7 Discrimination

It is the City's policy that the selected Proposer shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

14.8 Public Nature of Submissions

All submissions and other correspondence with the City regarding this RFP become the exclusive property of the City and become public records under the California Public Records Act (California Government Code section 6250 et seq.) All submissions and other correspondence will be subject to the following requirements:

14.8.1 The City has a substantial interest in not disclosing submissions during the evaluation process. For this reason, the City will not disclose any part of the RFP responses before it issues the Final Notice of rankings. After issuance of the Final Notice of rankings, all submissions will be subject to public disclosure.

14.8.2 There are a limited number of exceptions to the disclosure requirements under the Public Records Act, such as for trade secret information. The City is not in a position to determine what information in a submission, if any, may be subject to one of these exceptions. Accordingly, if a Proposer believes that any specific portion of its submission is exempt from disclosure under the Public Records Act, the Proposer must mark the portion of the submission as such and state the specific provision in the Act that provides the exemption and the factual basis for claiming the exemption. For example, if a Proposer believes a submission contains trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption for such information and the factual basis for claiming the exemption.

14.8.3 If a request is made for information in a submission that a Proposer has properly marked as exempt from disclosure under the Public Records Act (e.g. information that the Proposer has marked as “Confidential”, “Trade Secret” or “Proprietary”), the City will provide the Proposer with reasonable notice of the request and the opportunity to seek protection from disclosure by a court of competent jurisdiction. It will be the Proposer’s sole responsibility to seek such protection from a court.

14.8.4 Any submission that contains language attempting to make all or significant portions of the submission exempt from disclosure or that fails to provide the exemption information required above will be considered a public record in its entirety. Therefore, do not mark your entire submission as “confidential,” “trade secret,” or “proprietary.”

14.9 City Business Tax

The successful Proposer will need to comply with the San José Municipal Code Chapter 4.76 with respect to payment of the City Business Tax before commencing any work on the project. Contact Finance/Revenue Management at (408) 535-7055 to determine the applicable tax rate(s).

14.10 Environmentally Preferable Procurement Policy

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. Computers and other electronics are a growing focus of environmentally preferable purchasing activities due to their high prominence in the waste stream, their numerous hazardous chemical constituents, and their significant energy use. Moreover, when these products are improperly disposed of they can release hazardous substances that pollute the environment.

In support of this policy, the selected 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.

The entire EPP policy may be found in the City’s internet site at the following link:

<http://www.sanjoseca.gov/DocumentCenter/View/3862>

15.0 AIRPORT^[RJ23]^[RK24] SPECIFIC PROCUREMENT PROVISIONS: The following provisions are unique to Airport procurements. For purposes of this provision only, the following words have the following meaning: (1) “applicant”, “offeror” and “bidder” mean “proposer, (2) “bid” and “offer” means the Proposal, (3) “Design-Build Entity consultant” means “Design-Build Entity,” (4) “sub-consultant” means “sub-Design-Build Entity”, and (5) “owner” and “sponsor” means “City.”

15.1 Title VI Solicitation Notice:

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any agreement entered into pursuant to this procurement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

15.2 Federal Fair Labor Standards Act (FLSA)

All agreements and sub-agreements that result from this procurement will incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The successful proposer will have full responsibility to monitor compliance to the referenced statute or regulation. The successful proposer will have to address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

15.3 Occupational Safety And Health Act Of 1970

All agreements and subcontracts that result from this procurement will incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their Design-Build Entity's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

15.4 FAA Advisory Circulars (AC's)

The Proposer must perform services in compliance and in conformance with all applicable and appropriate FAA Advisory Circulars (AC's). This includes, but not limited, to FAA AC 150/5370-10 "Standards for Specifying Construction of Airports", FAA AC 150-5100-14E "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects" and FAA AC 150/5210 "Aircraft Rescue and Fire Fighting Station Building and Design".[GC25]

15.5 Disadvantaged Business Enterprise (DBE) Program:

15.5.1 General: Because it anticipates being awarded \$250,000 or more in AIP funded contracts during the federal fiscal year, the City has an approved DBE program on file with the FAA. A copy of the Airport's FAA-approved **Federal Fiscal Year 2017-2019** Program and DBE goal methodology is available at:

http://www.flysanjose.com/sites/default/files/DBE_Plan_2017-19.pdf

15.5.2 Program Goal: Under the DBE program, the City has established an overall DBE participation goal of **6.30%** for the Airport for **Federal Fiscal Years 2017–2019**. The City is committed to meeting its overall DBE participation goal from **100%** race-neutral participation and **0%** through race-conscious measures (contract goals). No contract goal has been established for this procurement and no demonstration of good faith efforts is required.

15.5.3 Disadvantaged Business Enterprise Race/Gender Neutral Means

The requirements of 49 CFR part 26 apply to the agreement resulting from this procurement. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of the agreement resulting from this procurement. The

City encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

15.4 Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: **19.6%**

Goals for female participation in each trade: **6.9%**

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City.

15.5 Certification Of Proposer Regarding Debarment:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Furthermore, the successful proposer, by administering each lower tier sub-consultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Proposer Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

15.6 Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no agreement shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

15.7 Lobbying And Influencing Federal Employees - Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AUGUST 14th, 2018

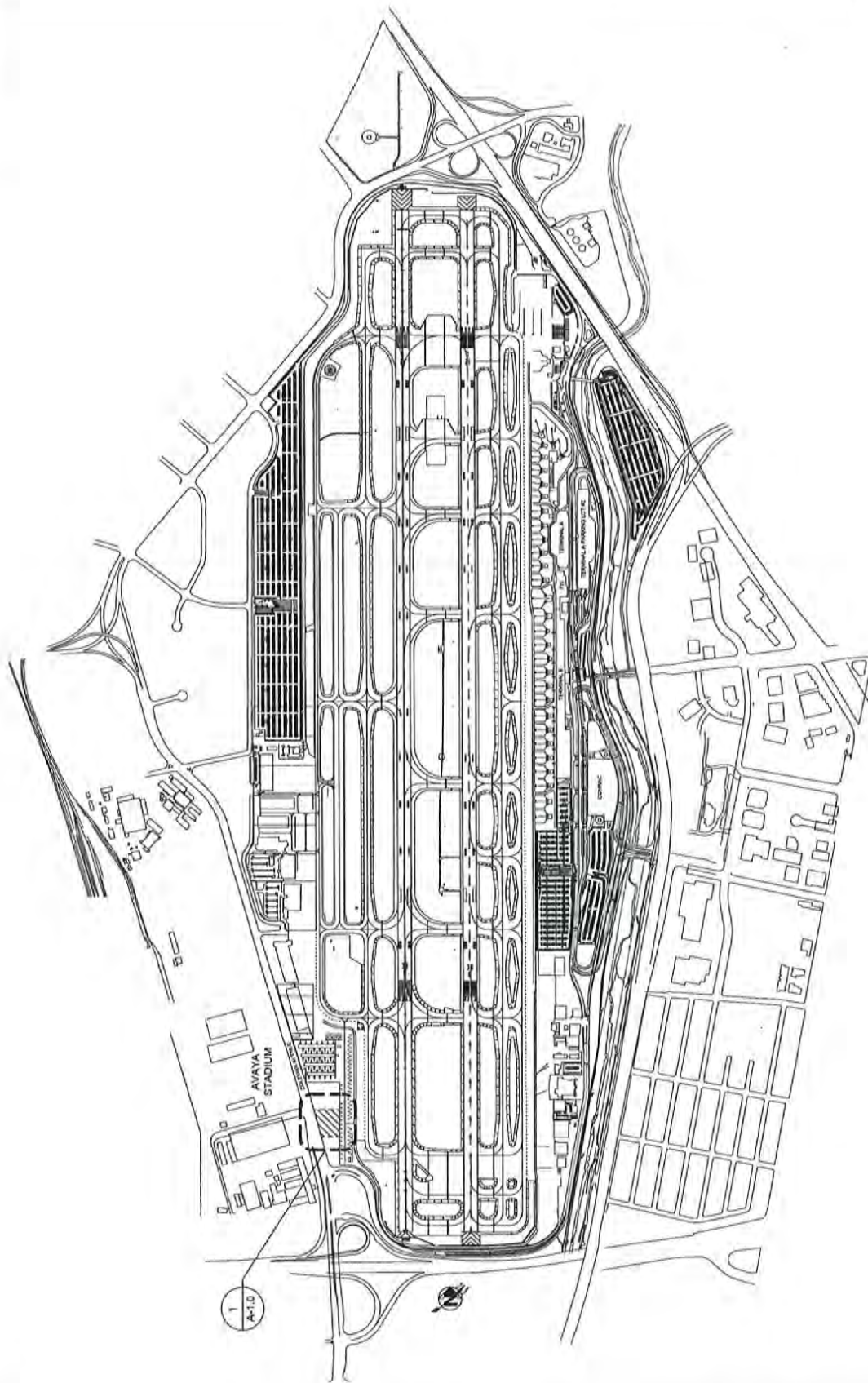


EXHIBIT A
VICINITY
PLAN

SD A-0.0
Drawing Number

NTS

VICINITY PLAN
MINETA SAN JOSE INTERNATIONAL AIRPORT - AIRCRAFT RESCUE AND FIRE FIGHTING (A.R.F.F.) FACILITY

AUGUST 14th, 2018

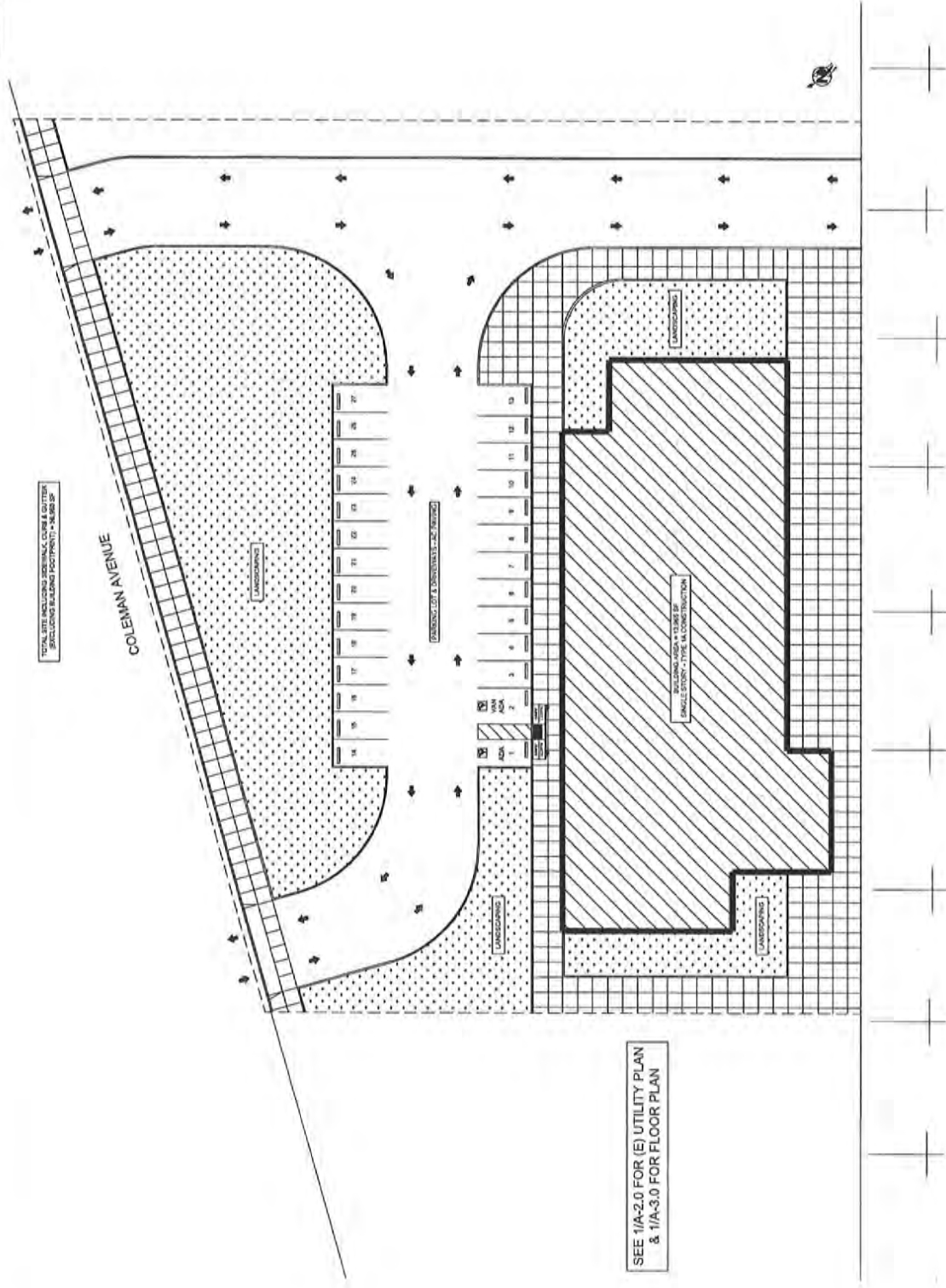


EXHIBIT A
SITE PLAN

SD A-1.0

1/16" = 1'-0"

SITE PLAN

MINETA SAN JOSE INTERNATIONAL AIRPORT - AIRCRAFT RESCUE AND FIRE FIGHTING (A.R.F.F.) FACILITY

AUGUST 14th, 2018

NOT FOR CONSTRUCTION - VIF

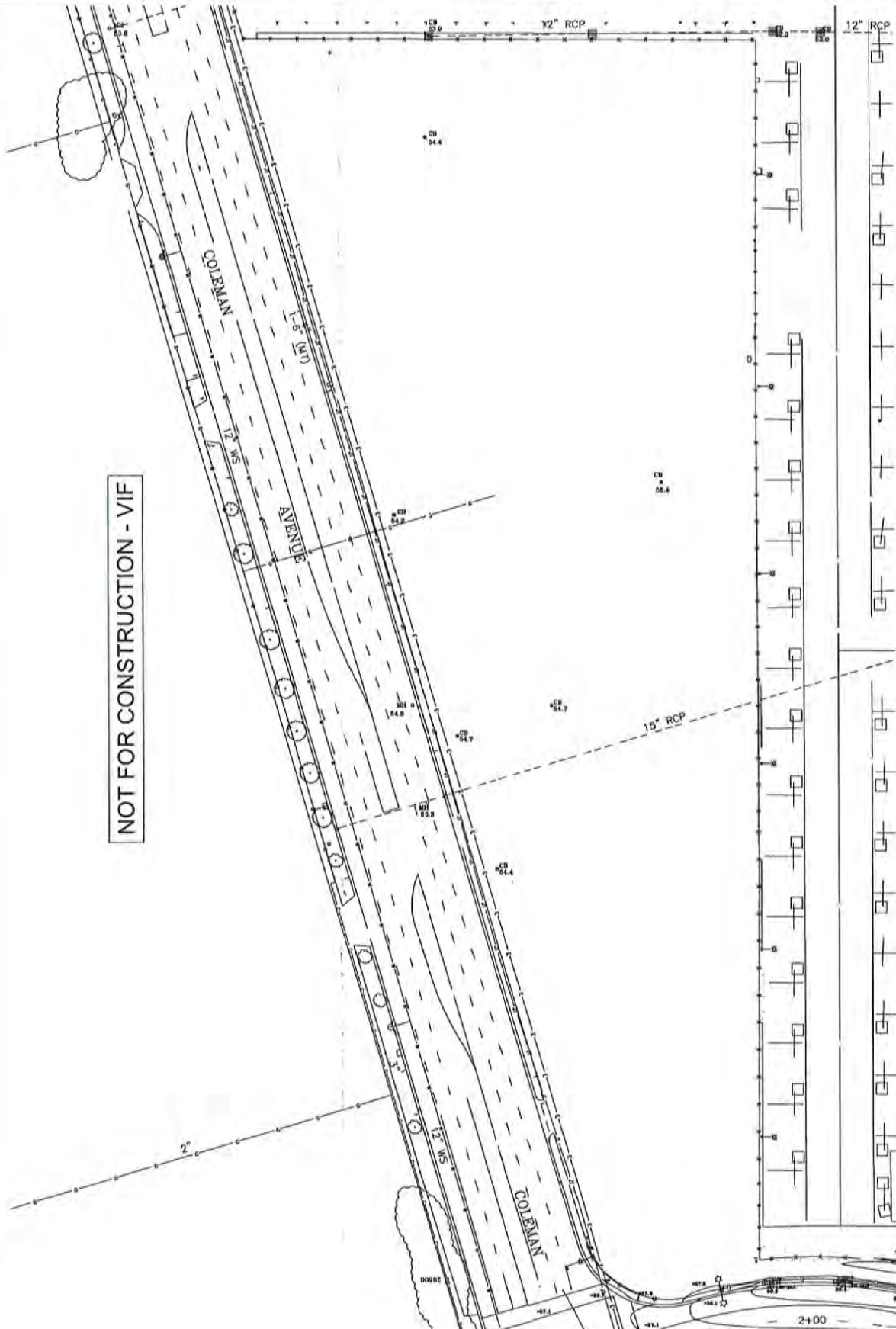


EXHIBIT A
(E) UTILITY
PLAN

SD A-2.0
Drawing Number

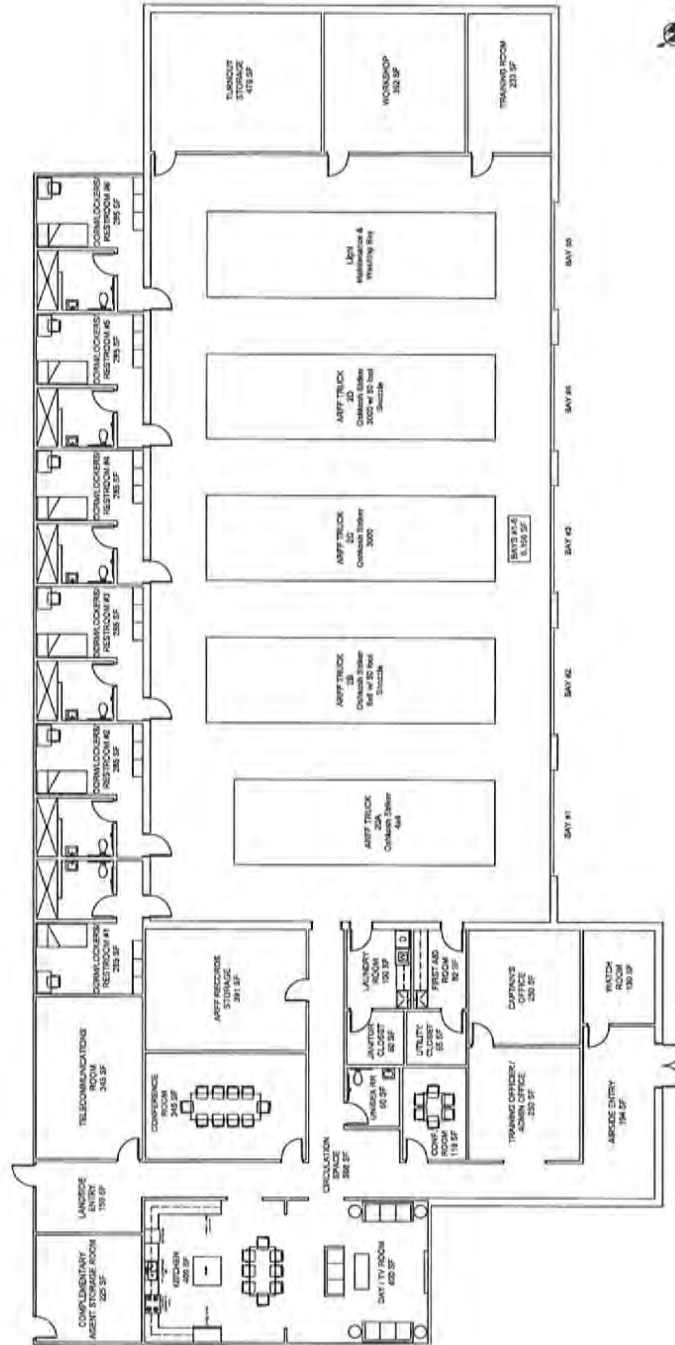
NTS

(E) UTILITY PLAN
MINETA SAN JOSE INTERNATIONAL AIRPORT - AIRCRAFT RESCUE AND FIRE FIGHTING (A.R.F.F.) FACILITY

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

SD	Drawing Number A-3.0
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FLOOR PLAN
MINETA SAN JOSE INTERNATIONAL AIRPORT - AIRCRAFT RESCUE AND FIRE FIGHTING (A.R.F.F.) FACILITY



RESOLUTION NO. 78012

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE NORMAN Y. MINETA SAN JOSE AIRPORT TO "SOLE-SOURCE" CERTAIN PRODUCTS AND/OR SERVICES AS PART OF ANY FUTURE CAPITAL IMPROVEMENT PROGRAM PROJECT AT THE AIRPORT THAT EXPANDS CERTAIN EXISTING SYSTEMS BASED ON A FINDING THAT SOLE SOURCING IS NEEDED TO MATCH PRODUCTS ALREADY IN USE

WHEREAS, the City of San José (City") owns and operates the Norman Y. Mineta San José International Airport ("Airport"); and

WHEREAS, pursuant to California Public Contracts Code Section 3400, the City may, upon making certain findings, draft bid specifications for public works contracts that limit the bidding to one specific company or that call for a designated product by a specific brand or trade name ("Sole-Source Specifications") in order to match other products or services completed and in use; and

WHEREAS, the Airport installed a number of critical systems and related services ("Existing Systems and Services") that were competitively procured as part of certain previous Capital Improvement Program ("CIP") projects; and

WHEREAS, the Airport has numerous future CIP projects ("Future CIP Projects") that will involve the expansion of the Existing Systems and Services, and the City desires to make findings that it is necessary for the Future CIP Projects' bid documents to contain Sole Source Specifications so that the expansion matches the Existing Systems and Services currently in use at the Airport;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE THAT:

Section 1. Fire Alarm and Sprinkler Systems – Programming Controls:

- A. With respect to the Future CIP Projects involving an expansion of the fire alarm and sprinkler systems, the San José City Council hereby adopts the following facts.
- The Airport has one integrated fire alarm and sprinkler system that operates throughout the terminal zone.
 - The existing programming control equipment for the system is manufactured by Siemens.
 - The services needed to program and operate the system are currently provided by Siemens.
 - In order to best ensure the proper functioning of this critical system, future system expansions need to use equipment that matches existing equipment.
 - In order to best ensure the proper functioning of this critical system, the programming services needed to fully integrate an expansion into the existing system should be provided by whoever is currently providing such services on the system existing at the time of expansion.
- B. Based on the above facts, the San José City Council determines that there is a need for future expansions of the fire alarm and sprinkler systems to match the existing systems.
- C. Based on the above determination, the San José City Council hereby authorizes use of the following sole source specifications as part of any future expansions of the existing fire alarm and sprinkler systems:
- **Products:** Siemens programming control equipment to be manufactured by Siemens.
 - **Services:** System integration and programming services provided by Siemens or other vendor providing these services to the Airport at the time of the expansion.

Section 2. Door Security Access Controls:

- A. With respect to the Future CIP Projects involving an expansion of the door security access controls, the San José City Council hereby adopts the following facts.
- The Airport has one integrated door security access control system that operates campus-wide.
 - In accordance with the Airport Security Plan, the door access control system must provide continuous, uninterrupted coverage and reporting for Airport security staff.
 - The system must also be able to communicate with the Airport Operations Center.
 - The services needed to properly program and operate the system are currently being provided by Stanley Security.
 - In order to best ensure the proper functioning of this critical system, future system expansions need to use equipment that is compatible with the C-Cure 9000 software and any future upgrades.
 - In order to best ensure the proper functioning of this critical system, the programming services needed to fully integrate an expansion into the existing system should be provided by whoever is currently providing such services on the system existing at the time of expansion.
- B. Based on the above facts, the San José City Council determines that there is a need for future expansions of the door security access controls to match the existing system.
- C. Based on the above determination, the San José City Council hereby authorizes use of the following sole source specifications as part of any future expansions of the door security access controls:
- **Products:** Equipment must be compatible with the C-Cure 9000 software and any upgrades to the software.
 - **Services:** System integration and programming services provided by Stanley Security or other vendor providing these services to the Airport at the time of the expansion.

Section 3. Security Camera System:

- A. With respect to the Future CIP Projects involving an expansion of the security camera system, the San José City Council hereby adopts the following facts.
- The Airport has one integrated security camera system that operates campus-wide.
 - In accordance with the Airport Security Plan, the security camera system must provide continuous, uninterrupted coverage and operability for Airport security staff.
 - The services needed to properly program and operate the system are currently being provided by G4S.
 - In order to best ensure the proper functioning of this critical system, future system expansions need to use equipment that is compatible with the FLIR software and any future upgrades.
 - In order to best ensure the proper functioning of this critical system, the services needed to fully integrate an expansion into the existing system should be provided by whoever is currently providing the programming services on the system existing at the time of expansion.
- B. Based on the above facts, the San José City Council determines that there is a need for future expansions of the security camera system to match the existing system.
- C. Based on the above determination, the San José City Council hereby authorizes use of the following sole source specifications as part of any future expansions of the security camera system:
- **Products:** Equipment is required to be compatible with the FLIR software and any future upgrades to the software.
 - **Services:** System integration and programming services provided by G4S or other vendor providing these services to the Airport at the time of the expansion.

Section 4. Intercom/Public Address/Paging System:

- A. With respect to the Future CIP Projects involving an expansion of the intercom/public address/paging system, the San José City Council hereby adopts the following facts.

- The Airport has one integrated intercom/public address/paging system throughout the Airport that uses zones for maximum effectiveness.
 - The current system is a proprietary system provided by Signature Technologies, Com-Net Software, a SITA company.
 - In order to best ensure the proper functioning of this system, future system expansions need to use equipment that matches equipment provided by Signature Technologies, Com-Net Software, a SITA company.
 - In order to best ensure the proper functioning of this system, the programming services needed to fully integrate an expansion into the existing system should be provided by whoever is currently providing such services on the system existing at the time of the expansion.
- B. Based on the above facts, the San José City Council determines that there is a need for future expansions of the intercom/public address/paging system to match the existing system.
- C. Based on the above determination, the San José City Council hereby authorizes use of the following sole source specifications as part of any future expansions of the intercom/public address/paging system:
- **Products:** System equipment to be manufactured by Signature Technologies, Com-Net Software, a SITA company.
 - **Services:** System integration and programming services provided by Signature Technologies, Com-Net Software, a SITA company, or other vendor providing these services to the Airport at the time of the expansion.

Section 5. Common Use Passenger Processing Systems:

- A. With respect to the Future CIP Projects involving an expansion of the common use passenger processing systems, the San José City Council hereby adopts the following facts.
- The Airport operates under common use technology campus-wide to allow the Airport to assign various assets to airline tenants on an as needed basis.
 - This common use technology operates systems for passenger processing for managing ticket counter resources, assigning aircraft gate resources,

processing passenger common use self-service functions, displaying flight information, baggage information, gate information and managing other ancillary devices.

- The current system programming is provided by AirIT, an Amadeus Company.
 - It would be impractical and inefficient to have multiple common use technologies in place at the Airport.
 - In order to best ensure the proper functioning of this system, future system expansions need to use equipment that matches existing equipment provided that is compatible with the AirIT, an Amadeus Company, software and any future upgrades.
 - In order to best ensure the proper functioning of this system, services needed to fully integrate an expansion into the existing system should be provided by whoever is currently providing the programming services on the system existing at the time of the expansion.
- B. Based on the above facts, the San José City Council determines that there is a need for future expansions of the common use passenger processing systems to match the existing system.
- C. Based on the above determination, the San José City Council hereby authorizes use of the following sole source specifications as part of any future expansions of the common use passenger processing systems:
- **Products:** Equipment is required to be compatible with the AirIT, an Amadeus Company, software and any future upgrades to the software.
 - **Services:** System integration and programming services provided by AirIT, an Amadeus Company, or other vendor providing these services to the Airport at the time of the expansion.

Section 6. Airfield Lighting Control System:

- A. With respect to the Future CIP Projects involving an expansion of the airfield lighting control system, the San José City Council hereby adopts the following facts.
- The airfield light control system is a unique and a critical system to Airport/Airfield operations.

- The system equipment must be certified by the Federal Aviation Administration.
 - Malfunctions in this system could potentially lead to interruptions in aircraft landings and takeoffs.
 - In order to best ensure the proper functioning of this critical system, the services needed to fully program and integrate an expansion into the existing system should be provided by whoever is currently providing the programming services on the system existing at the time of the expansion.
 - Liberty Systems is currently providing these services for the existing system.
- B. Based on the above facts, the San José City Council determines that there is a need for future expansions of the airfield lighting control system to match the existing system.
- C. Based on the above determination, the San José City Council hereby authorizes use of the following sole source specifications as part of any future expansions of the airfield lighting control system:
- **Products:** Power and control solutions for airfield lighting equipment and navigational aids to be manufactured by Liberty Systems.
 - **Services:** System integration and programming services provided by Liberty Systems or other vendor providing these services to the Airport at the time of the expansion.

Section 7. Lighting Controls and Heating Ventilation, Air Conditioning (HVAC) Controls:

- A. With respect to the Future CIP Projects involving an expansion of the lighting controls and heating ventilation, air conditioning (HVAC) controls, the San José City Council hereby adopts the following facts.
- The lighting and HVAC controls were selected and implemented in previous capital projects.
 - The system controls all lighting and HVAC within the terminal buildings and is operated in a central location.
 - The system controls are proprietary and it is impractical to have multiple, different system controls in the terminal building.

- The current proprietary system uses Delta Controls, which programming services are provided through certified Delta Controls distribution partners and is restricted to certified vendors from specific regional locations.
 - In order to best ensure the proper functioning of this system, future system expansions need to use controller equipment that matches existing controller equipment provided by Delta Controls.
 - In order to best ensure the proper functioning of this system, the programming services needed to fully integrate an expansion into the existing system is required to be provided by Delta Controls certified distribution partners.
- B. Based on the above facts, the San José City Council determines that there is a need for future expansions of the lighting controls and heating ventilation, air conditioning (HVAC) controls to match the existing system.
- C. Based on the above determination, the San José City Council hereby authorizes use of the following sole source specifications as part of any future expansions of the lighting controls and heating ventilation, air conditioning (HVAC) controls:
- **Products:** Lighting and HVAC system controls to be manufactured by Delta Controls.
 - **Services:** System integration and programming services provided by a certified partner of Delta Controls or other certified original equipment manufacturer partner providing this to the Airport at the time of the expansion.

ADOPTED this 13th day of December, 2016, by the following vote:

AYES: CARRASCO, HERRERA, JONES, JIMENEZ, KHAMIS, M.
NGUYEN, T. NGUYEN, OLIVERIO, PERALEZ, ROCHA;
LICCARDO.

NOES: NONE.

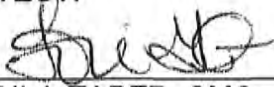
ABSENT: NONE.

DISQUALIFIED: NONE.



SAM LICCARDO
Mayor

ATTEST:



TONI J. TABER, CMC
City Clerk

EXHIBIT C

SOLE SOURCE RESOLUTION AND CONTACT LISTING

The City Council adopted Resolution No. 78012 on December 13, 2016, approving the “sole sourcing” of the below items. Accordingly, bidders should prepare their respective Proposals based on the “sole sourcing” of the below items.

A. Fire Alarm and Sprinkler System Programming Controls: BGR Group

BGR Group
Juan Sanchez
408-673-8075
info@theBGRgroup.com

B. Door Security Access Controls: Stanley Security

Stanley Security
Diane Camporeale
National Account Manager
47225 Fremont Blvd.
Fremont, Ca 94538
O: 510-252-5677 C: 510-772-1097
Diane.Camporeale@sbdinc.com I www.stanleysecurity.com

C. Video Surveillance: G4S Secure Integration

G4S Secure Integration
Howard Akuda
Project Manager
(cell) 408-205-8771
howard.roppiyakuda@usa.g4s.com
www.g4stechnology.com

D. Intercom/Public Address/Paging System: Com-Net Software

Com-Net Software
Neil Braccini
Account Executive
937-859-6323 (o) Ext 236
937-389-0543 (c)
NBraccini@comnetsoftware.com

E. Common Use Passenger Processing Systems: Amadeus

Amadeus
Richard Calderon
407-370-4664 ext. 5963
916-280-9641
Richard.CALDERON@amadeus.com

F. Airfield Lighting Control System: ADB Safegate

ADB Safegate
Jim Taylor
977 Gahanna Parkway
Columbus, OH 43230
(614) 357-2608
Jim.taylor@adbsafegate.com

G. Lighting and HVAC System Controls: Delta Controls
Emcor Services/Mesa Energy System
Steve Shwayka
Director, Automation Estimating
(510) 755-0929
steve_shwayka@emcorgroup.com

Exhibit D

Exemplar Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and any retroactive or tail coverage as specified herein, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors except arising out of or caused by the sole negligence of City. The cost of such insurance shall be included in the Contractor's bid or proposal. Sufficient evidence of ability to secure insurance meeting the minimum insurance requirements may be required by the City prior to award.

D-1 Contractor's Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001 including.
 - a. Products and completed operations coverage.
 - b. Blanket contractual liability coverage, to the extent permitted by law.
 - c. Broad form property damage coverage.
 - d. Severability of interest.
 - e. Personal injury coverage.
2. The coverage provided by Insurance Services Office form number CA 0001 covering Business Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
4. Contractor's Pollution Liability Insurance, a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance includes coverage for all operations, completed operations, and professional services (without exclusion for asbestos or lead).
5. Professional Liability Errors & Omissions for all professional services.
6. Builders Risk Insurance for "all risk" or special form causes of loss.

There shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.

D-2 Minimum Limits of Insurance

Contractor shall provide coverage the greater of either limits as set forth in Contractor's policy(ies) or:

1. Commercial General Liability: \$25,000,000 each occurrence/aggregate limit for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Business Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Contractor's Pollution Liability Insurance: \$2,000,000 per contamination incident. Policy shall at a minimum cover on-site and off-site liability including third-party injury and property damage claims, transportation, clean-up costs, as a result of pollution conditions arising from Contractor's or its contractor's operations and completed operations. Policy shall have three years tail coverage, if canceled and non-renewed, within three years after the expiration or earlier termination of the Contract.
5. Professional Liability (Errors and Omissions Coverage) of \$2,000,000 per claim/ aggregate limit with three years tail coverage, if canceled and non-renewed, within three years of completion of the project.
6. Builders Risk Insurance for "all risk" or special form causes of loss. for limits equal to 100% of the completed value of contract, with coverage to continue until final acceptance of the Work by the City. At the discretion of the City, the requirement for such coverage may include additional protection for Earthquake and/or Flood. The City shall be added as a loss payee on such policy.

D-3 Deductibles and Self-Insured Retentions

No deductible or self-insured retention shall exceed \$100,000, be more than ten percent of limits required, or be more than is specified in the scope or limits of insurance, unless the Contractor can, to the satisfaction of the City Risk Manager, (1) make a financial showing of ability to meet minimum deductibles/claims in the event of a claim, (2) reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or (3) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D-4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Business Automobile Liability only:

- a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors. Additional insured endorsements provided must at least be as broad as or equivalent to:
 - i. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together).
 - ii. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
 - iii. Umbrella or excess policy limits will be allowed in excess of \$2 each occurrence so long as the policy follows form in scope and limits to the Commercial General Liability Policy.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it. Any excess or umbrella policies to meet Contractor's insurance obligations shall be endorsed to follow form for the City, its officials, employees, agents and contractors.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state waiver of subrogation against the City, its officials, employees, agents and contractors.

3. Builders Risk

Coverage shall be endorsed to include the City as a loss payee.

4. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium. If required as a policy provision, Contractor shall take all affirmative steps to notify insurer of this obligation and secure any needed special endorsement to meet this contractual obligation.

The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

D-5 Duration

1. All policies and limits shall be in full force and effect on or before the inception of the contract with proof of coverage
2. Commercial General Liability, Professional Liability and Pollution Liability coverages shall be maintained continuously for a minimum of three (3) years after completion of work under this CONTRACT.
3. If any of such coverages are written on a claims-made basis, the following requirements apply:
 - a. The policy retroactive date must precede the date work commenced under this CONTRACT.
 - b. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, CONTRACTOR must purchase an extended reporting period equal to or greater than three (3) years after completion of work under this CONTRACT.

D-6 Acceptability of Insurance

Insurance is to be placed with insurers of an A.M. Best's Rating of A, VII or greater. Any self insurance programs or programs not otherwise meeting this requirement must be approved by the City's Risk Manager.

D-7 Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor shall furnish City and each other additional insured evidence of continuation of such insurance at final payment and three years thereafter.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose – Finance
Risk Management
200 East Santa Clara St., Floor T-14
San Jose, CA 95113-1905

D-8 Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT E

ARCHITECTURAL DESIGN GUIDELINES

Norman Y. Mineta San Jose International Airport



Gensler
STEINBERGARCHITECTS

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

ARCHITECTURAL DESIGN GUIDELINES

Norman Y. Mineta San Jose International Airport



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 - Site Elements
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 - Evaluation Criteria
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 - Color Palette
10. Special Airport Conditions

Glossary of Terms

4/25/2005

ARCHITECTURAL DESIGN GUIDELINES

Norman Y. Mineta San Jose International Airport



OVERVIEW

The mission of the Architectural Design Guidelines for Norman Y. Mineta San Jose International Airport (SJC) is to provide a framework of design criteria for future development on the Airport site. The Guidelines will inform and influence all new construction and serve as a set of principles to enhance the airport's image and maintain a cohesive campus experience.

Hierarchy of design must be maintained on the Airport grounds. The Airport Senior Staff, in collaboration with the San Jose City Council, has reserved "Icon" status for the Central Terminal Building and Concourse, thus preserving the highest visibility and architectural detail for this building. All other development at the Airport shall reinforce the project type hierarchy outlined in Chapter 5, *Project Type Definitions*.

The process by which the Architectural Design Guidelines are to be administered and implemented is flexible enough to encourage innovation, but prescriptive enough to ensure continuity of the Airport built environment.

This document provides definitive and prescriptive information for design professionals as well as City and Airport staff who may be involved in future Airport development projects. Use of the process outlined in subsequent sections of this document will ensure that future built elements compliment and support the aesthetic philosophy of the Airport through the use of a common vocabulary of forms, modules, materials, palettes, and performance criteria.

4/25/2005

ARCHITECTURAL DESIGN GUIDELINES

Norman Y. Mineta San Jose International Airport



1. PROCESS FOR IMPLEMENTATION

Administration Checklist for Site and Architectural Review Committee (SARC)

- Review design concepts for tenant and Airport construction/rehabilitation projects and advise the project engineer / architect with recommendations.
- Establish a project specific review structure based on the project size and budget.
- Schedule and budget for project review milestones.
- Ensure a consistent design quality in all improvements; yet encourage individual identity and expression of the tenant spaces.

Implementation Checklist for Designers

- | | |
|---|---------------|
| • Understand Process for Design Review | Chapter 1 |
| • Commit to Airport Master Plan Vision Statement | Chapter 2 |
| • Support Master Plan Concept | Chapter 3 |
| • Reinforce Airport Experience Values | Chapter 4 |
| • Define the Project Type | Chapter 5 |
| • Determine project inspiration, philosophy, & form | Chapter 6 & 7 |
| • Determine building enclosure using guidelines parameters | Chapter 6 |
| • Determine materials & palette using guidelines parameters | Chapter 8 & 9 |
| • Address Airport Special Conditions | Chapter 10 |

Design Review Process

The Airport Site and Architectural Review Committee (SARC) shall review adherence to Architectural Guidelines. The review process occurs at various points of building development regardless of the number of Architects or type of contract. Whether the Executive Architect, Bridging Architect, or Design/Build Contractor, the presentation/review, and appeals schedule is linked to the design process rather than the typical end of phase milestones.

Care should be taken to include review/comment sessions to SARC and Airport Senior Staff throughout the design timeline. Further presentations to City Council and City of San Jose via Community Outreach forum may also be required for specific cases as deemed appropriate by City Council.

SARC as well as the Airport Senior Staff should not be considered a design jury. The purpose of the following reviews is to confirm compliance within the parameters of these guidelines. Expected discussion points should therefore be focused on addressing each review's application materials towards communicating a rationale for the design solution as well as possible alternate solutions.

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Presentations and Appeals

The Architectural Design Guidelines allow for the progression of building science and architectural practice by remaining flexible in its administration. Appeals for each of the design review processes shall allow the design team to appeal a disapproved recommendation in an open forum discussion. Once again, the purpose of the SARC, Senior Staff and these guidelines is not to design by committee, but rather to administer compliance to an accepted vocabulary of architectural criteria, provide a background of design philosophy, and inspire sustainable and quality design practices. As such, arbitration presentations for an appealed project will focus on:

- Stated Design Goals and Design response
- An understanding of the project's place within the Airport Experience Map (see Chapter 4), as well as it's project type (see Chapter 5)
- Design concept and material selection approach
- In the case of appeal; detailed analyses of building life cycle costs, maintenance systems, erection costs, repair/replacement information or other such pertinent information in order to fully assess the viability of any departure or amendment of these guidelines.

Arbitration shall occur with the SARC and a quorum of the Senior Staff in attendance. Mandatory attendance is required of those members representing these areas of responsibility: operations and maintenance, materials handling and security, public relations. The Director of the airport or Assistant Director will be in attendance. Approval or disapproval will be determined following a presentation, discussion and debate by means of a ballot. No person may vote more than once, each vote shall be weighed as equal. In the event of a tie vote, the Director of the airport or the Assistant Director will make the final determination.

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Design Review Timeline

First Review

Site design, building massing, building footprint, and parking plan shall not be finalized without review, comment, and re-submission to SARC. In typical design/bid/build contracts, early to midway through schematic design coincides with a finalized building program, site plan and building massing on which schematic architecture is based. An examination of the site plan, building footprint, and building massing will be made by the SARC.

Requirements: This review shall utilize plans, parking and massing model (digital or physical) to describe height relationship to surrounding airport buildings. Provide person height perspectives from the major approach roadways as well as views from elevated I-87 or US101 if applicable.

Approval: The committee will provide comments in an open forum discussion format, and either approve, or disapprove with recommendations. Topics may include (but not be limited to) design concept, relationship to the airport experience map, relationship to the City of San Jose, building image and relationship to the Master Plan, public interface and visibility, proximity to hazards. If the First Project Review results in a disapproved verdict, further reviews must be placed in the project schedule until the First Project Review results in an approved rating for the these items: Site Plan, Building massing.

Secondary Project Review

Building elevations shall not be finalized without SARC review. In typical design/bid/build contracts, midway to 75% completion of schematic design typically generates the building envelope ideology and structural form. An examination of the site plan, building footprint, and building massing, material choices, building elevations will be made by the SARC.

Requirements: This review shall utilize plans, parking and massing model (digital or physical) to describe height relationship to surrounding airport buildings. The presentation materials shall describe window and door openings, building envelope materials and colors. Material palette and maintenance requirements to be discussed and approved by Airport Maintenance representative(s). A schematic section detailing ladders, lifts, and access catwalks should be provided and discussed at this meeting. Provide person height perspectives from the major approach roadways as well as views from elevated I-87 or US101 if applicable.

Approval: The committee will provide comments in an open forum discussion format and either approve or disapprove with recommendations. If the Second Project Review results in a disapproved verdict, further reviews must be placed in the project schedule until the Second Project Review results in an approved rating for Building Envelope materials and colors as well as window and door design.

Final Project Review

Building materials and colors shall not be finalized without SARC review. In typical design/bid/build contracts completion of schematic design typically finalizes the building envelope

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material selection. An examination of the site plan, building footprint, building massing, material choices, and building elevations will be made by the SARC.

Requirements: This review shall utilize plans, parking and massing model (digital or physical) to describe height relationship to surrounding airport buildings. The presentation materials shall describe window and door openings, building envelope materials and colors. Site elements such as signage, lighting, and site furniture shall be described as well. Provide person height perspectives from the major approach roadways as well as views from elevated I-87 or US101 if applicable.

Approval: The committee will provide comments in an open forum discussion format, and either approve or disapprove with recommendations. If the Final Project Review results in a disapproved verdict, further reviews must be placed in the project schedule until the Final Project Review results in an approved rating for the following items: Building Envelope materials and colors, window and door design, landscape materials, signage and lighting.

Auxiliary Approvals

A collaborative and community based design process for the airport requires the design team to be sensitive to issues of the community while deftly navigating the wide range of public opinion that is usually associated with public commissions.

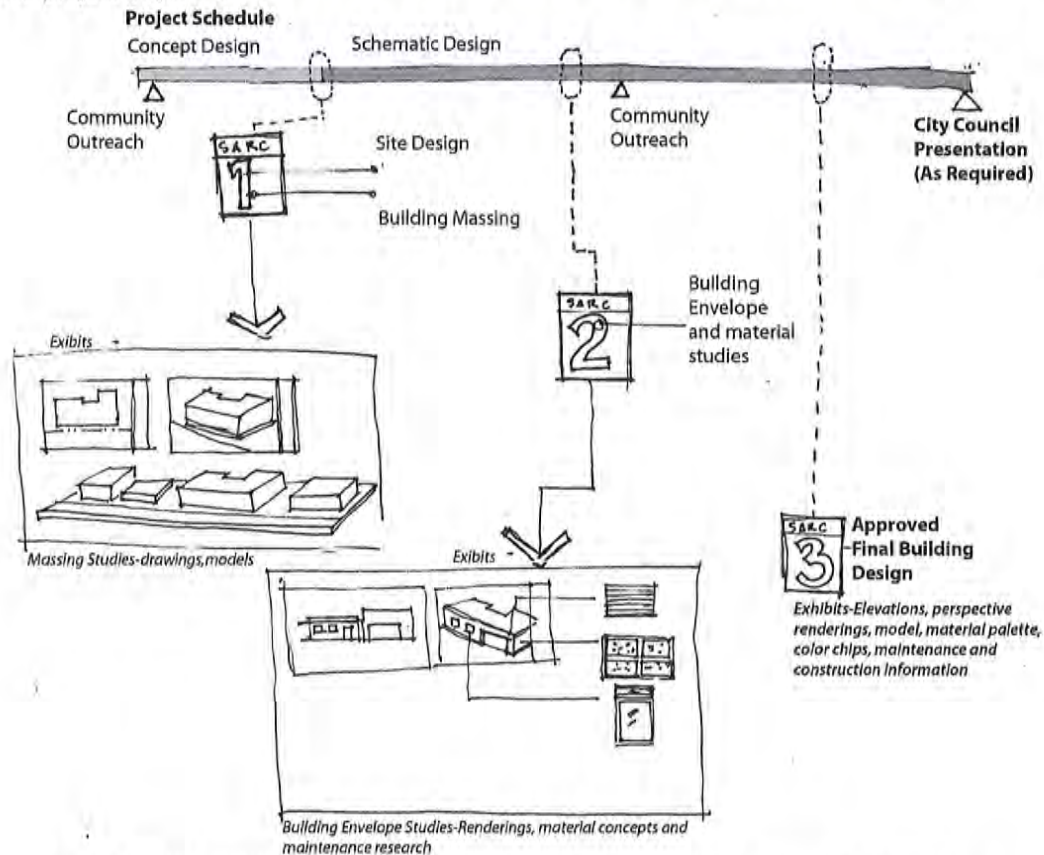
During the design review process, the SARC may require additional review and comment prior to finalizing a project's design. These additional reviews are deemed important to solicit comments from concerned parties when projects are particularly visible or controversial. Auxiliary approvals shall be identified as necessary during the First Review in order to allow sufficient schedule and fee to accommodate these additional reviews. See example on following page.

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For example: a project may be awarded for design, but due to its position along and proximity to the Central Terminal, the SARC has determined that the final design must be presented to the San Jose City Council. Prior to such a presentation, it is prudent to solicit comments from the public in one or several community outreach forums designed to connect the design team to the concerns and comments of the public. The design team will provide presentation materials. These comments shall be recorded and presented with the final design. The review schedule of this project might be:



1. **Concept Design Start:** Site design, Massing and Concept design of building
2. **First Review: Site and Architectural Review Committee (SARC).** Review of schematic design proposals, and determination whether or not to seek San Jose City Council approval. If so, provide public outreach forums to gather data and comments to be addressed in subsequent reviews. Public outreach design review sessions may require more than one session. Senior staff to advise on number of sessions taking into account design schedule impact, possible design impact, and City Council presentation schedule.
3. **Public review and comment** (as required)
4. **Second Review: Site and Architectural Review Committee (SARC).** Building concept, material palette, (requires maintenance staff participation) and elevations.
5. **Final review: Site and Architectural Review Committee (SARC).** Final building envelope design, landscape coordination, signage and graphics, building lighting
6. **City Council Presentation and approval** (as required)
7. **Project design approval.**

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2. AIRPORT MASTER PLAN VISION STATEMENT

As determined in the 2000 Central Terminal Design Session, the following goals provide a philosophical basis for physical, technological, and service developments at the Airport. Architects responsible for ongoing development projects shall commit to the Airport Master Plan Vision Statement objectives and design with the following goals in mind.

- **Preserve Opportunities** – Planned for Long Term Growth
- **Flexible and Adaptable** – Easy to Change
- **Ahead of the Curve** – State of the Art Systems and Technology
- **Financially Sound** – Maximization of Revenue Potential
- **Address a Market Niche** – High-End / Full Fare Business Passenger
- **Efficient** – Functionally Simple, Adequate in Size and Flow
- **“Caregiver”** – Proactive Support for all Affected Parties
- **Support the Community** – Sensitive to its Surroundings
- **Create an Identity for the City** – Gateway to the Silicon Valley
- **Passenger Experience** – Intuitive, Reliable, Seamless, Convenient, and Safe



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3. AIRPORT MASTER PLAN CONCEPT

The City of San Jose envisions an international transportation facility that mirrors the city's dominance in the realm of technology, information systems, computer software and hardware development as well as its cultural history. In creating the Norman Y. Mineta San Jose International Airport, a signature profile and structural system are envisioned that speak of advanced building technologies, flexibility for growth and security requirements, environmental sensitivity and sustainability.

The Master Plan Design was a result of a high level of user group sensitivity incorporating community outreach activities, and culling program desires and design concerns during 500 meetings. The result is a Master Plan, which will be phased into three major construction efforts, the first which began August 22, 2004.

The Master Plan calls for the maximum use of a tightly packed site which is hemmed in from the north by the US101 freeway, the south by the city center of San Jose, the West by the City of Santa Clara, and the East by a protected riparian corridor, the Guadalupe River, which winds through the City on its way North to the ocean.

The new Central Terminal consolidates existing separate terminal facilities into a common use facility simplifying both international and domestic travel to the region. A projected 17 million travelers will arrive to the Central Terminal using Bay Area Transportation (BART), light rail from central San Jose, city bus, taxi or private car using a new grade separated roadway serving departures above and arrivals below.

A new parking facility, including the entire rental car stock and maintenance facility, supports the airport's projected 60% business traveler target market.

A new concourse will serve domestic gates and international gates with continuous retail, food and beverage, entertainment and business comfort support along a single loaded concourse. These gates will be made accessible by use of a carefully prescribed combination of moving walkways and an "express" intra-concourse automated people mover (APM) train to limit pedestrian walking distances to less than 800 feet. International travelers arrive on an elevated platform giving expansive views to the valley and are met by their greeters on a separate international arrivals platform within the garage. Domestic travelers find their families and associates in clearly marked meeting areas supported by generous food and beverage opportunities.

The Concourse reflects the relaxed, inventive and playful attitude of San Jose, while making full use of its over 350 days of sunshine. The concourse is filled with soft daylight through a layered translucent ceiling with baffles that mimic the dappled light found in a Mexican paseo, respectfully bowing to the region's heritage.

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Located throughout the concourse are exciting and thought provoking arrangements of public art fully incorporated into the architecture and interior program.

Along the entire project, a concern for the environment and a connection to the City's concern for sustainability and conservation are apparent. From the diffuse air distribution system, the natural day lighting, links to both public and non-traditional transportation systems such as light rail and bicycles, efficient use of structure and energy are central themes to the architecture

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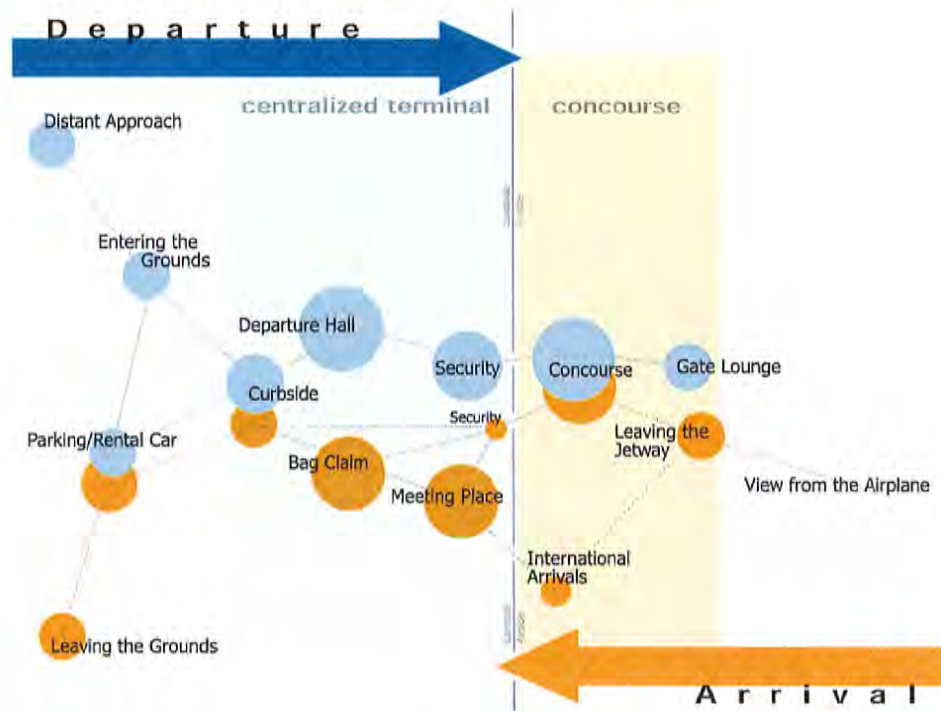
4. AIRPORT EXPERIENCE VALUES

The Norman Y. Mineta San Jose International Airport will be:

- A Civic Icon for the City of San Jose
- A Transformed / Phenomenal Coherent Whole
- A good neighbor that has a positive effect on its surroundings
- A safe and secure environment
- A streamlined and easy to use, no-hassle travel experience
- An entertaining and relaxed experience
- An atmosphere that generates "pride of place"

The above Values are the result of extensive User Group analysis carried out by the Airport Master Plan Team and consultant architects for the purpose of understanding the expectations associated with a diverse community of San Jose International Airport users. Narratives, or stories, were developed for various categories of Airport Users in order to identify their priorities and expectations related to a positive airport experience. The following overview of the "Experience" analysis is provided to equip future architects with design criteria that support the Experience Goals of the Airport Master Plan.

Architecture can be perceived as a set of experiences in sequence.



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Similarly the journey to the Terminal can also be perceived as a sequence of experiences that create an impression on the visitor. The **Airport Image** is therefore the sum of a series of images or experiences taken from different points, and at different scales. Future developments on the Airport Site shall support and reinforce the Experience Values developed for Terminal Design. The following images and bullet points highlight concepts incorporated in the Airport Master Plan that are based on the Experience Values. Future developments shall consider these key concepts as an approach to supporting the established Experience Values and reinforcing the Airport Image.

Entering the Grounds



- Regional Expression
- Agrarian Identity
- Link to the River
- Hierarchy
- Soft edges

Terminal From a Distance



- Silhouette
- Icon
- Civic Marker

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Approach



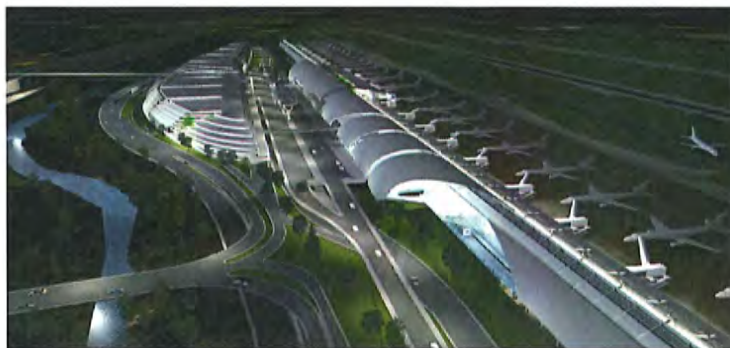
- Visible Destination
- Clear circulation

Curbside



- Signage – way finding
- Sense of order
- Weather protection
- Room to maneuver

Aerial



- Impressive
- Cohesive whole
- International Scale
- Agrarian Past
- Technological Future

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5. PROJECT TYPE DEFINITIONS

The Airport Land Use Plan provides a comprehensive list of existing and proposed buildings on the Airport Site. Buildings are listed below in order of visual prominence, representing a hierarchy of architectural significance. The hierarchy does not imply that any category is of lesser quality or value. Its purpose is to facilitate design that differentiates facilities visually through the use of scale, materials, and textures. The objective is to provide visual cues that enable visitors to differentiate support facilities from public access buildings and ultimately the Terminal.

A. Public Buildings: Structures accessible by all visitors to the airport; passengers, meeters and greeters, and airport personnel.

- Terminal, Arrivals, Departures, Concourse
- Parking Garages

B. Private Development Buildings: Developed and owned by entities other than the Airport with limited access. (Some examples listed below)

- HP (Hewlett Packard)
- San Jose Jet Center
- FAA ATCT (Federal Aviation Administration Air Traffic Control Tower)
- Flight Kitchen
- ARFF Station (Aircraft Rescue Fire Fighting)

C. Airport Support / Maintenance Buildings: Utilitarian buildings housing equipment and service personnel for airport operations.

- Airport Maintenance
- Small General Aviation
- AV Base
- San Jose Police
- Air Cargo
- North Waste Collection Center
- Structural Employee Parking
- San Jose Police & Airport Support Space
- Airport Administration
- South Waste Collection Center
- Belly Freight
- GSE Warehouse

D. Un-occupied Support Buildings & Structures: Buildings housing equipment only, and rarely occupied.

- Airfield Electrical Vault
- RTR Antenna (Remote Transmitter/Receiver)
- Fuel Truck Staging
- Fuel Farm
- Co-Generation Plant
- Vehicle Fuel Station

E. Other Site Elements: Sound and/or screen walls, overpasses, canopies, ground transportation shelters, transportation guide ways, blast fences and site furniture.

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6. GUIDELINES FOR SITE PLANNING



Site planning guidelines are presented in order to help in the design of new development projects, and additions and rehabilitations of existing structures within the airport property as well as temporary structures or interim buildings during phased developments.

General Guidelines

1. Reinforce the Airport Central Terminal Master Plan and its associated Landscape Master Plan. Development should contribute to a "garden estate" model - a campus of buildings within a planned landscaped property. This landscape / architecture interface should highlight the City's agricultural traditions, as well as sustainable design initiatives and philosophy. Refer to the Landscape Master Plan for specific landscape material design direction. In general, the Landscape design philosophy is described below:

Link to something that was here before
– Agrarian Identity.

- A perceivable whole made up of many pieces.
- Tapestry within a structured grid
- Large scale – soft edges – non-manicured.



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2. Design elements that emphasize view corridors from outside the site to the Central Terminal icon buildings, views to the valley hills and the airports' relationship to Downtown San Jose.
3. Preserve and incorporate natural amenities unique to the site and to the project development proposal.
4. Refer to the Airport Public Art Master Plan and the Signage Master Plan for guidance on these items.

Site Elements - Lighting and Signage, Furniture and Borders

1. Landscape interface: Incorporate landscape elements found within the Landscape Master Plan into the site plan of new developments.
2. Exterior Signage and Graphics: Conform to signage guidelines regarding size, text styles, placement, materials and colors and signage lighting.
3. Exterior Lighting: Consider exterior building lighting fixtures that highlight building features such as entry, canopy, landscaping. No building shall be considerably more highly illuminated than the Central Terminal. All building accent lighting is to be designed to stress the horizontality of the Airport Master Plan.



4. Street/sidewalk lighting and roadway lighting: Choose white spectrum colored lights (metal halide or similar spectrum.) Use gray/silver color spectrum for light poles. Architectural site lighting should reflect a light metal colored aesthetic, either simple tube design (see Kim Lighting fixture below) to reflect the central terminal building, or a winged aesthetic inspired by flight (see Louis Poulsen fixture below). Explore opportunities to introduce linear site lighting concepts that reinforce the horizontal nature of travel. See examples on following page.

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Site Lighting Examples:



Louis Poulsen-Dual Wing Pole Fixture



Kim Lighting-Tube Fixture



Bega Fixture-Model 8124 Metal halide Bollard



Lighting emphasizes horizontal direction



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5. Site furniture: Bench seats should reflect simple modern geometries that reflect curving winged imagery. The inspiration for the family of furniture, exterior accessories such as freestanding shading devices, fences, bike racks etc, shall be the sculptural qualities of aircraft assembly. The casting of aluminum structures, the gentle curving of thin sheathing materials, and the highly machined nature of aluminum shall be the point of conceptual departure for all such landscape furniture items. Materials shall be limited to aluminum or aluminum with wood. See examples of design direction below. Café type seating and tables should follow the same conceptual guidelines.



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6. Retaining walls: Replicate the guardrail detail at the Skyport/Airport interchange. The blue tiles are placed in the walls to replicate the aircraft approach experience. Any departure from the blue tile design shall be conceptually tied to the blue lights lining the airplane runway and taxiways.



7. Trash receptacles and recyclables receptacles: Trash containers and recycling containers shall represent a family of related container shapes to simplify their arrangement within a variety of site locations. Two manufacturers represented below supply metal clad containers with appropriately designed lids to accept litter, recyclable cans, or mixed papers. The manufacturers shown are Forms + Surfaces and United Receptacle. They are shown to provide design guidance.

Forms + Surfaces



United Receptacle

Howard Classics - Recycling Units

Page 1 of 1



The Howard Classics are also available as recycling units. In addition to the standard "Trash" opening top the 25 gallon S3 model can be purchased with a "Paper" opening top or a "Cans & Bottles" opening top. United Receptacle also features an extensive selection of self-adhesive decals to ensure proper disposal of waste and recyclables.

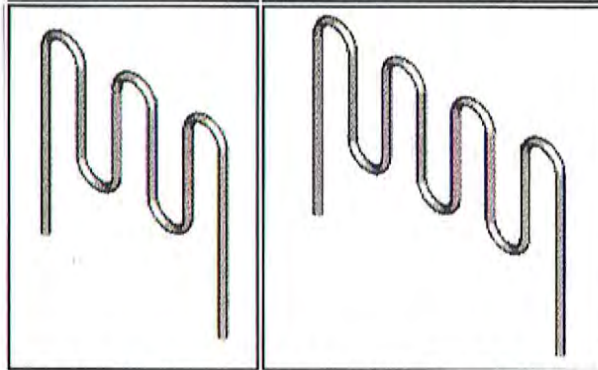
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United Receptacle 2004

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8. Bike Racks: Use Loop style bicycle racks. Finish shall be in the silver/grey range of color.



9. Planters: Simple geometric forms that recall the design of traditional terracotta pots may be of stone, plastic, or metal.



Planters pictured are from Design within Reach (www.dwr.com)

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10. Ash receptacles: Simple polished stainless steel tubes located in appropriate areas will help eliminate unsightly cigarette litter. One such manufacturer is illustrated below.

gilmore-kramer

Material Handling Equip

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WASTE RECEPTACLES SMOKER'S POST - ASH RECEPTACLES

INDOOR / OUTDOOR SMOKER'S POST

At last! A sleek, modern, and durable solution for cigarette disposal. Completely weatherproof and fireproof, this collection of solid 1/8" thick seamless aluminum receptacles has a large capacity and is easy to empty due to its smartly designed security locking device. Satin brass models cannot tarnish and, therefore, never need polishing. In-ground and wall models are complete with all mounting hardware. FI models have a heavy weighted base for extra stability. All models have an internal cigarette snuffer panel to extinguish cigarettes and cigars.



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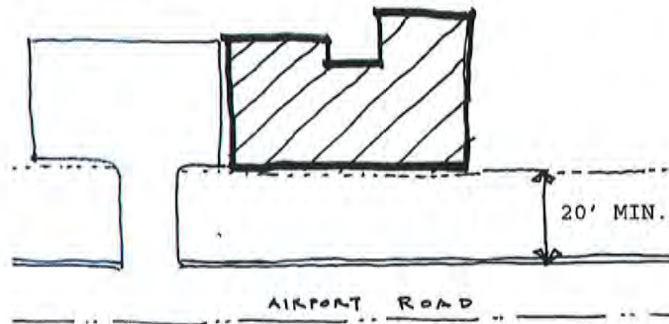
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7. GUIDELINES FOR BUILDING PLANNING

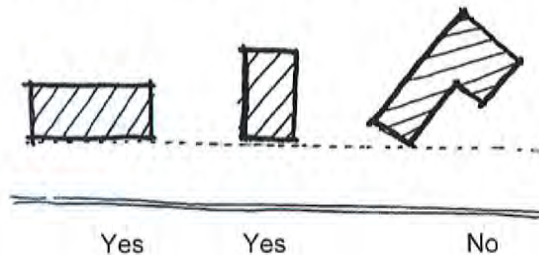
Building Setback

1. Site buildings to provide a minimum 20' landscape area adjacent to the street. Maximum setback to be 30'-0" unless approved by the Senior Staff.



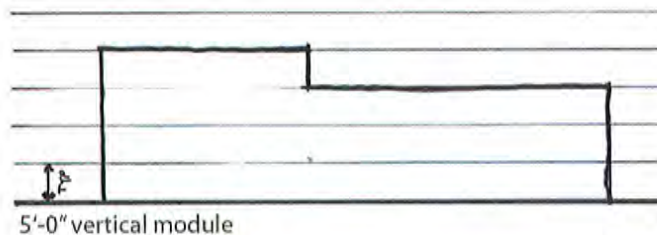
Orientation

1. Orient buildings to address the street edge parallel to the main facade.



Building Mass/Scale

1. Vertical massing to conform to a vertical module of 5'-0" as measured from building grade. A cohesive relationship between scales of building elements should be considered when designing buildings that integrate different program elements. That is to say, the proportions between different building programs (ie, occupied office space and warehouse storage space) are to be designed so as to simultaneously unify and differentiate these program spaces.



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2. Roof conditions shall conform to either gabled roof with a maximum roof slope of 6:1, or flat parapet type roof. The airport will strive to create a cohesive language of roof forms.



Yes



No

The airport Master Plan goal is to conform to a family of related forms rather than individual roof expressions competing with one another. Refer to the color chart and material sections for further criteria. (Chapter 9)

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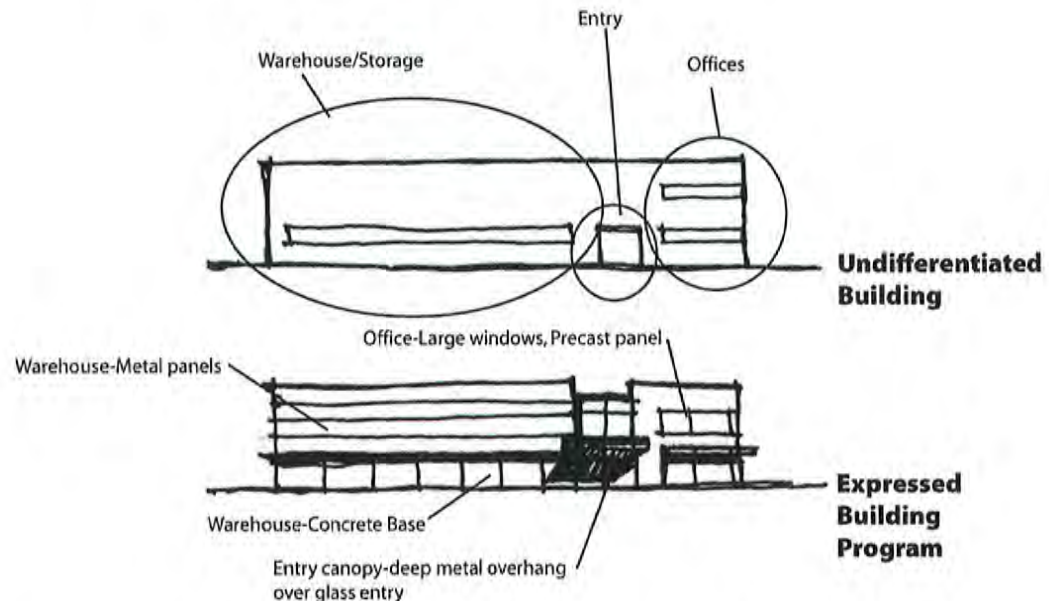
8. GUIDELINES FOR BUILDING ENCLOSURE

Facade Concepts and General Notes

1. Overall, the airport is a campus of buildings surrounding a wide, horizontal plain of open space. With some exceptions, the accompanying buildings on this campus should reinforce the overwhelming horizontal expression. Facades must convey a sense of order through the interplay of light and shadow, texture and materials. Avoid monotony on long buildings by establishing rhythm in fenestration or form and avoiding flush windows and doors. Consider expressing different programmatic areas of a building by changes in mass or by using contrasting materials.

A typical building typology for this airport houses offices as well as large storage or warehouse areas. Address this typology in the following manner:

- Emphasize main entry to the building.
- Distinguish between separate functions of office (occupied) and warehouse (unoccupied).
- Use industrial materials at warehouse functions.



2. Continuous strip windows can be useful as long as they are well articulated. Create interest and scale by considering shading devices, variation of glass color, horizontal module or other articulation. The building below displays a simple curtain wall horizontally articulated by operable windows, various glass colors and opacities, and conforms to a rigorous vertical alignment with an envelope system of stone and metal panels.

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The Gap Inc. headquarters

3. Align fenestration with established horizontal and vertical coursing elements.
4. Avoid inappropriate styles/references: historical, residential, and themed design solutions.

Window Size and Type

1. Window units must conform to header height of 10'-0" above grade for a single story building. Incremental height additions are to be accomplished in 6" modules.
2. The width of individual units is unrestricted, however a strong composition to the proportions of the overall building mass and a reinforcement of the envelope coursing is encouraged.
3. Glass curtain wall mullions shall align vertically with established vertical coursing dimensions and/or building floor heights.
4. Allow building orientation to help inform window placement and size. For example, North-facing windows in public buildings might allow views into and from the building without creating a high solar gain situation, whereas shaded smaller windows on the southern and western facades could create a strong composition when designed with the canopies or light reflectors.

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5. Window openings should carefully consider ornamentation or extraneous details that do not function as shading devices, contribute to the performance of the envelope, or reference inappropriate historic or residential details.
6. Consider operable windows that promote natural ventilation. Be aware of prevailing winds that may introduce airside equipment fumes or landside roadway exhaust.

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9. GUIDELINES FOR MATERIALS & COLOR PALETTES

The airport campus should express the horizontal nature of the site and reinforce the extended views of the central terminal view corridor. The selection of building envelope materials will reflect this overall design concept. Use materials to highlight design elements and the interplay of different portions of the building program. Reinforce the continuing transformation of the airport to reflect progressive architectural values.

Evaluation Criteria for Exterior Building Materials

1. **Durability:** Building within the public sector for any airport environment carries its own challenges unique to this type of building. Stressful building patrons, intense traffic congestion, exposure to a variety of engine exhaust material, heavy baggage handling machinery impacts, jet blast or an explosive event are all building material considerations. Consider only materials that are recognized as having an established record of impact resistance, scratch resistance and graffiti resistance in areas susceptible to such considerations. Resistance to fading due to intense solar exposure as exhibited by this region, pitting and degradation due to exposure to jet fuels and engine exhaust particulate shall be considered.
2. **Maintenance:** Consider materials and configurations which are reachable by standard ladder heights or mechanical lifts to provide cleaning / replacement using standard, non-proprietary cleaning methods and solvents. Replacement storage, replacement or repair, and color matching shall also be considered. A review by the Airport Maintenance staff at the Schematic Design phase as well as the Design Development phase is required (see the "Administration" section).
3. **Sustainability:** Where possible, embody the principles of Materials section of LEED. Consider using sustainable materials that are rapidly renewable, locally or regionally procured (within a 500 miles radius of the City of San Jose). Recycled content, both post industrial and post consumer, low VOC emitting sealants and adhesives, should also be considered.
4. **Palette:** The following information is provided to spark innovation and constancy to the airport development. The family of color and material finish is meant to inspire as well as guide material choices as new materials emerge from the building industry. In general, the nature of building materials is to be exploited for color inspiration; for example, metals to be assigned colors ranging from cool silver to gray, while concrete and other masonry to be colors of the earth and warm in tone. Color shall be inspired by the nature of the material: *E.g.:* metal -cool silvers, grey and white, Concrete and Stucco-warm earth tones-possible accents of red/yellow and orange.

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Accepted Exterior Building Materials

1. Metal:

Overall, the panel configuration shall stress a horizontal (landscape) stack bond joint pattern with panel joints no greater than 1/2" wide. Joints shall be either filled or recessed.

Consider hybrid metal panels that may have superior performance in caustic conditions than traditional steel. Consider engineered panels that incorporate a thermal layer into increase building energy performance.

Size and Orientation: Square to Landscape orientation.



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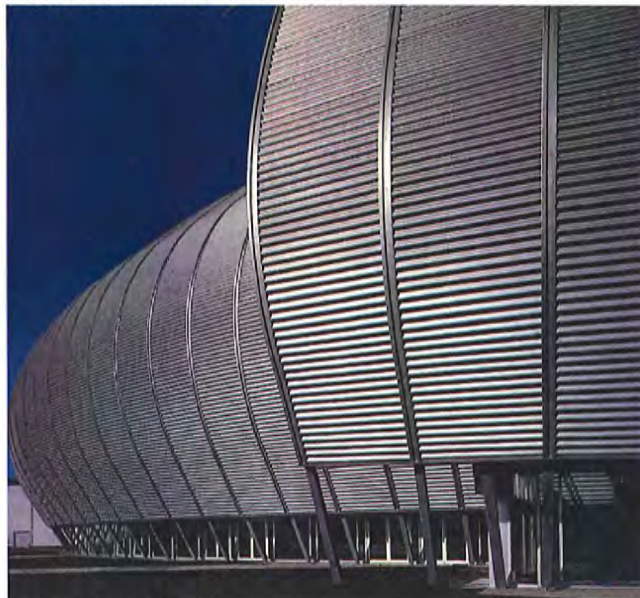
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Corrugated Metal: Maintain a horizontal orientation of the material. Consider utilizing different scales of corrugation to emphasize changes in building program. Refer to the sample profiles on the following page for approved corrugation types and sizes. Color shall conform to the material color list.



MWA, Michael Willis Architects

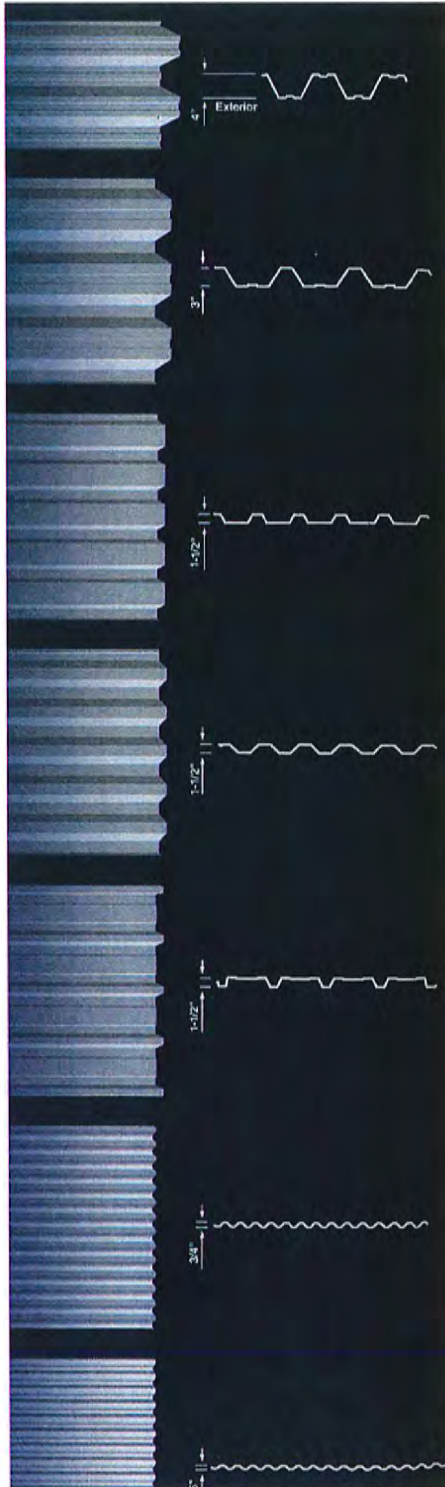


Bernard Tschumi

Two examples of horizontally applied corrugated metal materials used in a variety of surfaces and textural scales.

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Corrugation profiles shall be placed horizontally

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2. Concrete

Concrete is solid, impact resistant, and has the added benefit of established maintenance and repair systems. Consider concrete material for high impact / abuse areas adjacent to equipment storage and airside operations.

Cast in place: Consider the surface pattern, joint location, texture and color.

- Textures shall reinforce the horizontal coursing and relate to other building materials (such as panel joints or block coursing.)
- Design joint locations that reinforce the horizontal nature of the airport campus.
- Design details and edge conditions to portray the solid planar, cast nature of the material.



- Choose colors that fall within the general range of the color chart. Concrete aesthetics are determined by the cement matrix, color, size and exposure of the aggregates,
- For general color interpretations, see the Precast/Prestressed Concrete Institute Color and Texture guide (www.pci.org/dtg/), or order the manual from PCI by calling 312.786.0300 or contacting INFO@PCI.org. From this website, search the color field for the desired general color. Do not use red, green, yellow, pink, blue or multicolored.
- Under the texture box, specify either sandblasted or acid etched.

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- Under the exposure box, choose either light, medium or deep exposure. Architecturally smooth finished concrete is extremely difficult to achieve given the public contracts involved in the airport. Reflect the sack-rubbed finish of the temporary FIS building, if not the level of construction technique as a minimum of concrete textural smoothness. Do not expose aggregates, rusticate or sculpt

Architectural Precast Concrete
COLOR AND TEXTURE SELECTION GUIDE

This search engine will guide you through the world of possibilities of architectural precast options in color and texture. For more how-to design information also see PCI's *Designer's Notebook* series.

Color:
Texture:
Depth of Exposure:

Number:

*Note - Each treatment selected in this special options search will show only one possible example of that treatment. A wide range of colors and even textures can be applied to most treatments.

Special Options:

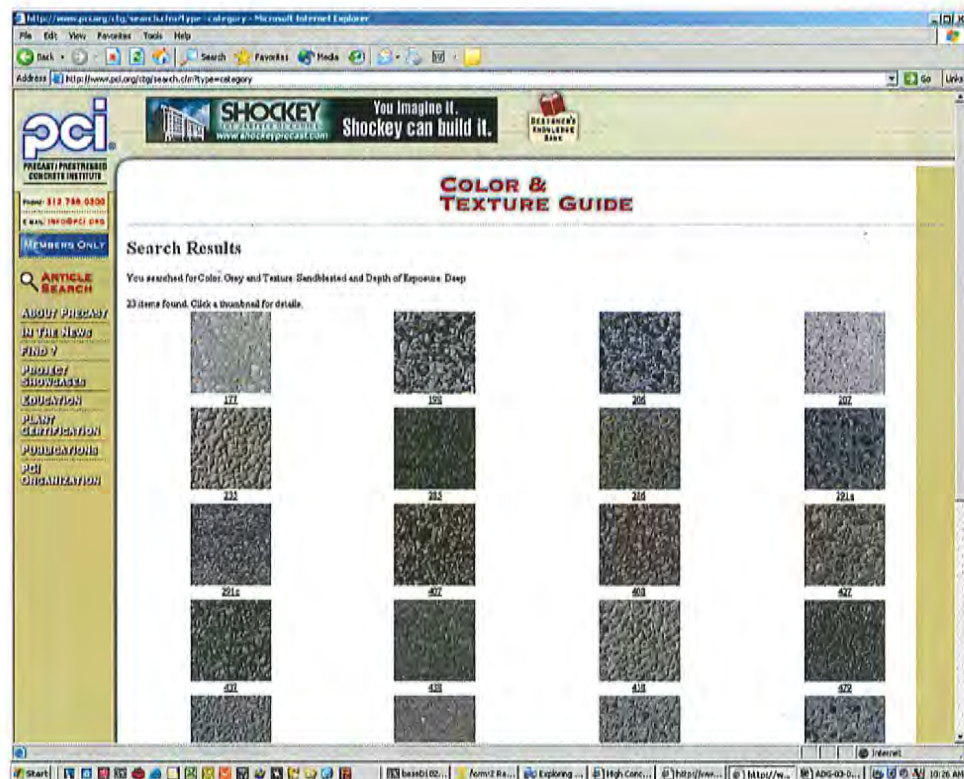
DISCLAIMER:	Click HERE for the detailed Disclaimer (Please Read)
GENERAL INFORMATION:	Click HERE for detailed information and use of the Color and Texture Guide
COLOR:	Click HERE for detailed information on color
CEMENT:	Click HERE for detailed information on cement
PIGMENT:	Click HERE for detailed information on pigments
FINE AGGREGATE:	Click HERE for detailed information on fine aggregates
COARSE AGGREGATE:	Click HERE for detailed information on coarse aggregates

Click [HERE](#) to purchase the Manual itself.

The Precast/Prestressed Concrete Institute web-based color and texture guide can be found at www.pci.org or their manual may be purchased by contacting INFO@pci.org or by calling 312.786-0300.

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Above is an example of the interactive color and texture search interface. The search results displayed are derived from the constraints: gray, sandblasted, deep exposure.

Precast: The nature of concrete allows the architect to specify a variety of textures and surface shapes. The selection of aggregate color and size, matrix color, shape and detail of form, surface finish and depth of exposure of the aggregate will determine the final appearance.

As defined by the Precast/Prestressed Concrete Institute (web: www.pci.org) in the publication titled *Precast Concrete Color and Texture Selection Guide*, choose from these surface finish options:

- Light Exposure -The surface skin of cement and sand is removed, just sufficiently to expose the tips of the closest coarse aggregate
- Medium Exposure- A further removal of cement and sand has caused the coarse aggregate to visually appear approximately equal in area to the matrix
- Surface Finish Exposures in this option may be of these categories:
 - Aggregates exposed by retarders or water washing
 - Formliners
 - Sandblasting or abrasive blasting
 - Honing or polishing
 - Horizontal Banding

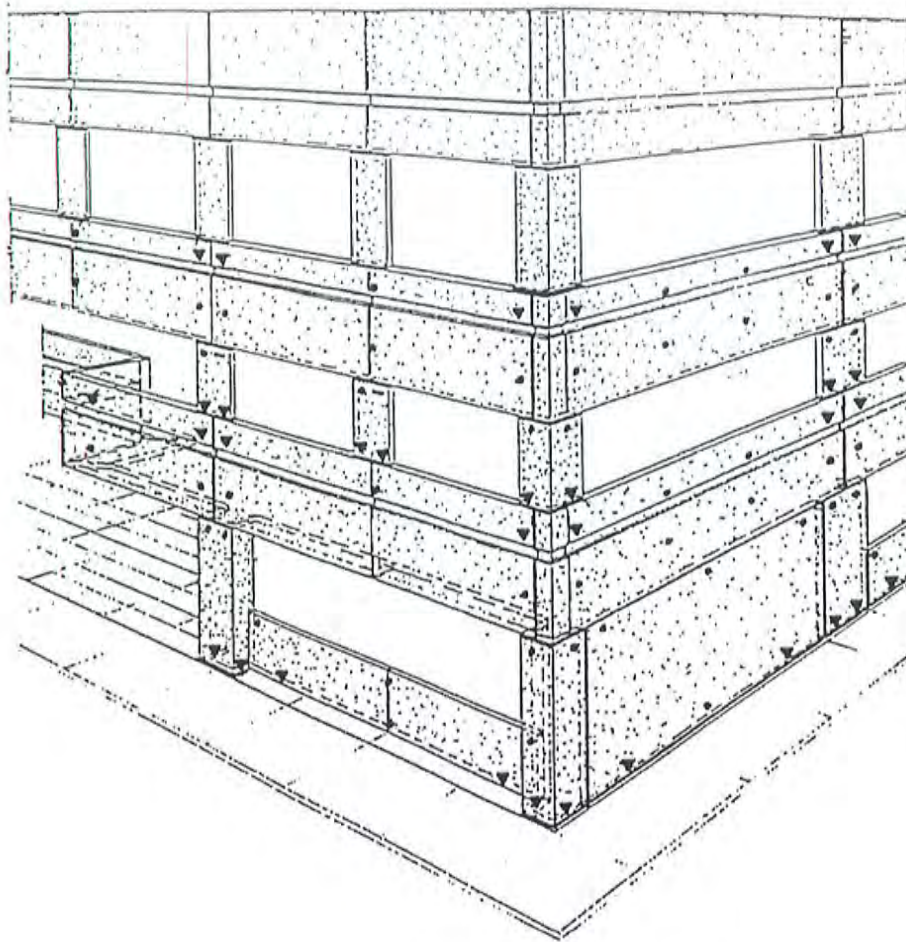
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Precast: Panel location and joint design is the critical design consideration when using precast panels.

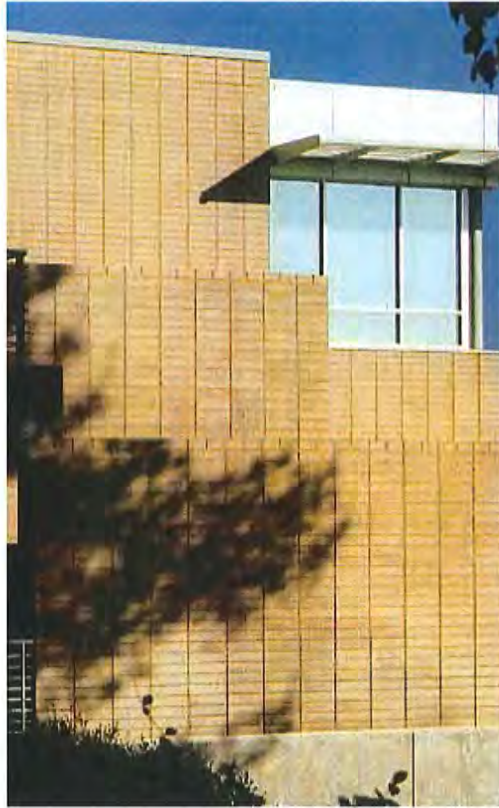
- Emphasize horizontal joints and reveals. Each story shall have at least one horizontal joint continuous around the building.
- De-emphasize vertical joints.
- Panel intersections at corners shall be mitered.



Source: Precast/Prestressed Concrete Manufacturers' Association of California

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Crafton Hills College, Thomas Blurock Architects

Concrete block: Use 4", 6", or 8" units in stack bond configuration. Units to be primarily fine machined surfaces. Do not use highly textured, slumped, rusticated finishes. CMU surfaces should express a smooth surface. Design joint lines that stress the horizontal direction. Included are sample manufacturer cut sheets with approved block proportions and opacity patterns. However, as the material develops additional patterns may become available. The SARC shall review submittal materials carefully to determine which patterns are within the spirit of this document.

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3. Stucco

A range of stucco finishes may be used, spanning from a hand-troweled smooth finish to a lightly textured finish. Do not use stucco finishes that provide repetitive figures, whirls or stamping marks, inappropriate residential / historical details or textures such as embossed stucco patterns.

Separate stucco panels using 3/4" aluminum reglets that align with the vertical coursing dimensions previously described in Chapter 7, Guidelines for Building Planning.

The approved stucco finishes below are defined in The Plaster Textures brochure published by the WWCCA/ Technical Services and Information Bureau, as part of the 1988 Plaster, Drywall Systems Manual. Website: www.tsib.org. Address: 2286 N. State College Blvd, Fullerton, CA 92831

Approved Stucco Texture



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An example of regular vertical coursing using finely textured stucco surface.

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4. Window Materials

Window frame materials and curtain wall support systems to be steel or aluminum.

- When specifying aluminum materials, use clear anodized aluminum finish.

Specifying actual glass colors is outside the scope of these guidelines that recognizes the continual advancement of glass technology, energy systems and the infinite variables of solar impact upon any architectural project. However, follow these general guidelines:

- Avoid glazing so dark as to appear opaque. For solar control, consider overhangs, louvers, fritted or translucent glass materials.
- Consider the color of the building envelope when selecting glass color and reflectivity characteristics.



*Water's Edge Building 2, Playa Del Rey, CA.
Gensler*

Consider advanced technologies when designing window systems. Constant advancements in glazing technology as well as reflective coatings can allow for increased transparency without sacrificing heat gain considerations if such transparency supports the overall building concept. Consider curtain wall designs that portray simple, yet strong structural concept without much ornamentation. Glazing systems that incorporate energy systems such as Photovoltaic or integrated shading and reflecting light shelves are encouraged.

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5. Roofing Materials

Metal Roofs

Standing seam or hidden seamed roofs are equally acceptable. Color to be within the range as outlined in the color chart. Do not use approved accent colors for the roof planes, nor are company logos, patterns or images to be expressed. Be aware of glare restrictions as mandated by the FAA as well as reflectance annoyance to the adjacent non-airport property communities. Reflectance modeling may be required by the SARC to determine acceptability.

Sheet or Membrane Roofing Materials

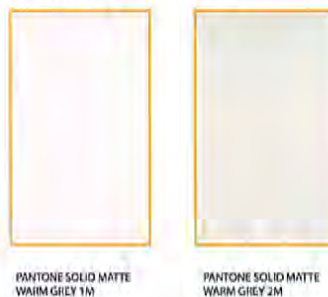
Choose light colored roofing materials to conform closely to the color guide. Do not design logos, messages or patterns onto the roofing material.

Color

The experience of travel to and from San Jose is the inspirational guide to color at the Airport. Although the buildings are modern and technologically advanced, the colors of the airport reflect the character of the region and the people. Color communicates either a welcome home to residents and weary travelers, or as a final parting glance to those departing the golden hills, blue sky and Spanish influence of the City of San Jose.

- Conceptually, utilize the nature of the material to guide in color selection.
- Use color and material to reinforce and express different program elements of the architecture.
- Be aware that materials with a high reflectance may cause glare to air traffic operations, controls or service. Highly polished materials should undergo rigorous solar reflectance modeling to determine hazard potentials and FAA compliance.
- The general color guide should be used as a reference tool. Pantone matte color numbers are illustrated below for reference.

Acceptable Roof Colors - Neutrals



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Acceptable Wall Colors – Warm & Cool Grays



PANTONE SOLID MATTE
WARM GREY 1M



PANTONE SOLID MATTE
WARM GREY 2M



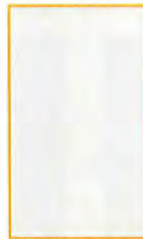
PANTONE SOLID MATTE
WARM GREY 3M



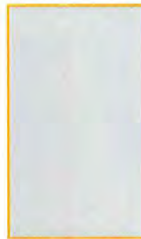
PANTONE SOLID MATTE
WARM GREY 4M



PANTONE SOLID MATTE
WARM GREY 5M



PANTONE SOLID MATTE
COOL GREY 2M



PANTONE SOLID MATTE
COOL GREY 3M



PANTONE SOLID MATTE
COOL GREY 4M



PANTONE SOLID MATTE
COOL GREY 6M



PANTONE SOLID MATTE
COOL GREY 8M



PANTONE SOLID MATTE
7527M



PANTONE SOLID MATTE
7530M



PANTONE SOLID MATTE
7506M



PANTONE SOLID MATTE
7508M

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Acceptable Accent Colors – Earth, Golds, Blues



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10. SPECIAL AIRPORT CONSIDERATIONS

Height Restrictions

1. The Federal Aviation Administration requires certain height restrictions that conform to apron operations visibility, control tower visibility and many imaginary surfaces. The FAR Part 77 1:7 height restriction is one such operational restriction. Any building, or portion of that building, is prohibited from penetrating the approach, transitional, horizontal, or conical surface zones of the airport for any existing or planned approaches as defined by FAR, Part 77.
2. Consider FAR height restrictions with regard to installation requirements for materials, systems and equipment. For instance, cranes that might penetrate the FAR Part 77 restrictions.
3. The purpose of these guidelines is not to fully encompass the FAA Airport Safety Overlay, nor be a comprehensive detailing of airport planning guides. Be familiar with general height restrictions surrounding the airport, and if required, access the information at <http://www.faa.gov/arp/pdf/5190-4a.pdf>

Environmental Hazards

1. Caustic Environment: The airport site is continually exposed to caustic substances. Jet blast and debris, high velocity exhausts from a variety of vehicles, solar and wind exposure and impact threats are continuous hazards to the continued well-being of buildings. Building materials shall be selected appropriately to combat these environmental hazards. Airport maintenance programs shall be coordinated to sustain the quality of the airport campus.
2. Glare hazard: Airplanes arriving, departing, and operating within the taxiways must maintain operating visibility. Reflections and glare that might hamper the safe operation of aircraft and ground service vehicles, or interrupt visibility from the air traffic control tower (FAA ATCT) shall be avoided. A diagram investigating the glare potential to the tower shall be presented when reflective materials are considered.

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5

GLOSSARY OF TERMS

Curtain Wall: A nonbearing wall, often of glass and steel, fixed to the outside of a building and serving especially as cladding.

Facade: The front wall of a building, or the elevation in which the principal building entrance is located.

Fenestration: The arrangement, proportioning, and design of windows and doors in a building.

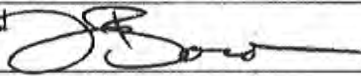
Icon: A building, that by nature of it's unique and recognizable form, represents the City of San Jose and the Norman Y. Mineta San Jose International Airport.

Mullion: A dividing piece that separates the individual panes of a multi-paned window, often taking on the characteristics of the style of the building.

4/25/2005

EXHIBIT F

**City of San José
DEPARTMENT OF PUBLIC WORKS
PROJECT MANAGEMENT MANUAL**

Subject: COST ESTIMATING PROCEDURE	Page 1 of 11 Effective Date 7/10/06	Number 103 Revised Date
Approved 	Responsible Office Administration Division	

PURPOSE

To establish a procedure for cost estimates prepared by the Department of Public Works.

BACKGROUND

The Department of Public Works prepares various types of cost estimates for a variety of purposes, departments and budgets. A formal procedure that documents current practices, incorporates standards and details a systematic approach will provide uniformity, reliability and accuracy to the preparation of cost estimates. This procedure is based on Council Policy # 12-1 adopted on August 22, 2000.

POLICY

It is the policy of the Department of Public Works that each Division that prepares construction estimates shall:

- A. Prepare construction estimates in accordance with this general procedure and other more detailed Division procedures pertaining to specialized types of construction.
- B. Each estimate shall have an executive summary attached that summarizes the costs: describes the type of estimate, states the scope of the project, and documents estimate approval process (See Section II: Preparation, Review and Approval of Estimates).
- C. File each estimate prepared in the appropriate Divisional file for future reference.
- D. Utilize inflation factors as determined by the Manager's Budget Office (MBO) or other documented source such as Engineering News Record in the absence of direction from the MBO.
- E. Document the purpose for the estimate.
- F. Review and approve each estimate at the appropriate level prior to submitting the estimates to the requestor or client department.
- G. Maintain historical record of construction estimates and construction proposals for comparison purposes.

I. TYPES OF ESTIMATES AND ASSOCIATED PROJECT MILESTONE/PHASE

Type	Estimate	Project Milestone/Phase
A	Program Estimate	Project Initiation
B	Preliminary Estimate	Planning/Programming
C	Budget Estimate	Design:
		Conceptual Design
		Schematic Design

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D	Engineer's Estimate	Construction Documents, Bidding & Contract Award
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Listed below are definitions for the four milestones/phases associated with Estimates A, B, C, & D:

PROJECT INITIATION:

This occurs when a project has been conceptually defined and usually before funds have been appropriated by the City Council. However, approval of the project must be communicated to the PW Department before work can begin. Notification is normally accomplished by the project appearing as a line item in the Capital budget or by a memorandum from the project sponsor if it is not a Public Works initiated project.

PLANNING:

Generally, the phase where the project is planned in detail (sometimes as a part of a master plan for a larger project) and should include program information from the major stakeholders, resulting in the development of a conceptual scope for the project.

DESIGN:

This includes both conceptual and schematic designs and a budget cost estimate. This phase usually includes review, feedback and approval by the client/project sponsor, community and/or user/operator. In this phase, 90% of the scope is determined and the preparation of the construction plans and specifications is underway.

CONSTRUCTION DOCUMENTS/BIDDING AND CONTRACT AWARD:

Construction drawings are finalized either by staff or a combination of staff and consultants and final review by project clients/operators is completed - final scope is determined. Plans and specifications for the bidding of the project are prepared. Bids for the construction of the project are solicited through advertisement, bids are opened, a determination of the lowest, eligible bidder is made and a construction contract is awarded by the Director (<\$100,000) or by City Council.

A. PROGRAM ESTIMATE

Based on:

- General description of the project
- Type of facility (e.g. Type I or Type II median)
- Costs developed by gross measurements such as, square footage of building, square footage of park, miles of sanitary sewer, miles of storm drain, miles of street, etc.

Typically used for:

- Projects proposed for the Five Year Capital Improvement Program in years two through five
- Feasibility Studies
- Council proposals for funding from Mayor's Office
- Department proposals for grant funding

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Typically contains:

- Site Acquisition Costs
- Project Development Costs
- Preliminary Construction Costs
- Contingencies

Accuracy:

- $\pm 35\%$

Example: Program Estimate Components for New Civic Building

Known Component	Assumed Component	Unknown Component
Desired site	Cost of Land	Actual Cost of Land
	Size/Number of Buildings	Actual Size/Number of Buildings
	Cost per Square Foot (SF)	Actual Cost per SF
	Project Development Costs	Actual Development Costs
		Design Consultant Fees
		Facilities: Restrooms, Kitchen...etc
		Floor Plan
		Material Type/Equipment
		Utilities
		Actual Construction Costs

B. PRELIMINARY ESTIMATE

Based on:

- Planned sizes of project systems and functional areas
- Costs developed by general unit prices such as; square footage of different uses of a building (i.e., kitchen, classroom, assembly room, office, etc.), areas of park use (i.e., turf per acre, irrigation per acre) number of electroliers, miles of sanitary sewer, miles of storm drain, miles of water pipe, miles of street, number of signalized intersections, etc.
- Proposed Project Schedule

Typically used for:

- Projects proposed for the One Year Capital Improvement Budget and year one of Five-Year Capital Improvement Program
- Developing the next year's budget and allowing for further design

Typically contains:

- Site Acquisition Costs
- Design and Construction Management Costs
- Project Construction Costs

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Accuracy:

- $\pm 20\%$ of the final project costs ("hard" and "soft" costs).

Example: Preliminary Estimate Components for New Civic Building

Known Component	Assumed Component	Unknown Component
Desired site	Cost of Land	Actual Cost of Land
Size/Number of Buildings	Cost per Square Foot (SF)	Actual Cost per SF
	Project Development Costs	Actual Development Costs
	Design Consultant Fees	Floor Plan
	Facilities: Restrooms, Kitchen...etc	Material Type/Equipment
	Landscaping/Site Improvements	Utilities
		Actual Construction Costs

C. BUDGET ESTIMATE

Based on:

- Current scope and schematic design work based on previous similar projects
- Costs developed by using unit prices based on quantities or lump sum estimates from plans
- Unit prices are developed from historical bid records, manufacturer's data, estimating handbooks, etc.
- Costs also include general items of work such as traffic control, general superintendence, insurance, bonds, mobilization, maintenance, etc.
- Actual Consultant Fees (Executed Consultant Agreement)

Typically used for:

- Development Review of design, Engineers Report, and transition to final design, etc.
- Evaluation of budget requirements or constraints
- Establish a final budget
- Calculating Inspection and Consultant Administration Fees
- Estimating Bond Amounts
- Analyzing various project alternatives

Typically contains:

- Site Acquisition Costs
- Estimated Design and Construction Management Cost
- Project Construction Costs: this estimate should include an inflationary factor that escalates the cost to the dollar value at mid-point of the construction schedule

Accuracy:

- $\pm 10\%$ of the final project costs ("hard" and "soft" costs).

Example: Budget Estimate Components for New Civic Building

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Known Component	Assumed Component	Unknown Component
Desired site	Cost of Land	Actual Cost of Land
Size/Number of Buildings	Utilities	Actual Construction Costs
Cost per Square Foot		
Project Development Costs		
Design Consultant Fees		
Floor Plan		
Facilities: Restrooms, Kitchen		
Material Type/Equipment		
Landscaping/Site Improvements		

D. "ENGINEERS" ESTIMATE

Based on:

- Final construction documents, plans and specifications
- Costs developed by using unit prices based on material quantities from final construction documents and specifications
- Unit prices are developed from historical bid records, manufacturers data, estimating handbooks, comparison with other jurisdiction, review with industry representatives, engineering judgment
- Costs are included for general items of work such as traffic control, general superintendence, insurance, bonds, maintenance, etc. (typically referred to as "General Conditions")

Typically used for:

- Verification of compatibility with project budget
- Final project funding
- Approval of final plans and specifications
- Determination of reasonableness of bids submitted by contractors

Typically contains:

- Project Construction Costs

Accuracy:

- $\pm 5\%$ of the final project costs ("hard" and "soft" costs).

Example: Engineer's Estimate Components for New Civic Building

Known Component	Assumed Component	Unknown Component
Site		Actual Cost of Land
Size/Number of Buildings		Actual Construction Costs
Cost per Square Foot		Market Forces
Project Development Costs		
Design Consultant Fees		
Floor Plan		
Facilities: Restrooms, Kitchen		
Material Type/Equipment		

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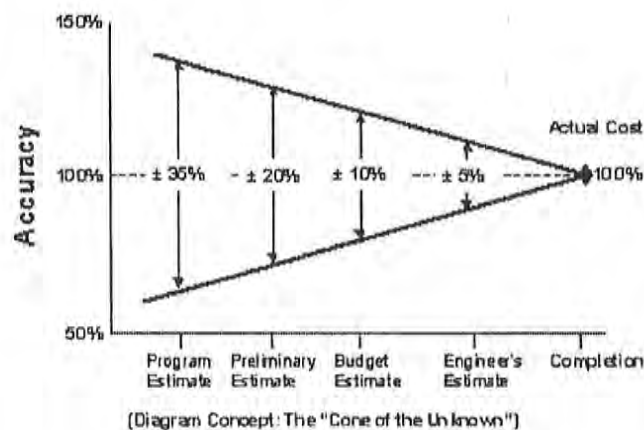
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Landscaping/Site Improvements
Cost of Land
Utilities

It should be noted that while the Engineer's Estimate attempts to forecast the cost of the proposed work, the estimate may not always closely correlate to the low bid. Variances are expected because of the nature of Public Works contracting. Items that contribute to these variances include:

- a) Errors by contractors in preparing their bids (i.e. both quantity takeoff and pricing errors)
- b) Competitive nature of bidding as a result of market conditions, number of contractors submitting bids, importance of the project to a particular contract or contractors.
- c) Accuracy of the drawings and subsequent interpretation of the drawings by the bidders

The difference between the types of estimates is in the accuracy of the estimate which is dependent upon what is known, what is assumed and what is unforeseeable at the time when the estimate is prepared. Generally, the range of accuracy of the type of estimate would be anticipated as depicted below:



It should be noted that the accuracy and reliability of the estimate depends on recent experience with similar projects, the complexity of the project, type of construction (i.e. new, remodeling or reconstruction), age of existing facilities, and the level of refinement of the scope of the project and/or the project construction documents. To a large extent, the accuracy of an estimate is dependent upon the level of detail and refinement (scope) of information available at the time when the estimate is prepared.

II. PREPARATION, REVIEW AND APPROVAL OF TYPES OF ESTIMATES

Each type of estimate should be reviewed and approved as outlined in the table below.

<u>TYPE</u>	<u>PREPARATION</u>	<u>REVIEW</u>	<u>APPROVAL</u>
A	Project Manager or Section Manager	Section Manager Client	Division Manager
B	Project Manager	Section Manager Client	Division Manager
C	Project Manager	Section Manager	Division Manager

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D Project Manager

Client
Section Manager Director
Division Manager
Client

GENERAL PROCEDURE:

The general procedure for preparing construction estimates shall be as outlined below. This outline shall be considered the minimum procedure. It may be amplified and refined by each Division if required in accordance with the type of estimates being prepared.

- A. Determine and document the purpose for preparing the estimate (i.e. scope, source, budget worksheets, client request memorandum, etc.).
- B. Determine the type of estimate to be prepared (Program (A), Preliminary (B), Budget (C) or Engineer's (D)).
- C. Determine the projected start date of construction:

1. This shall be the start date as requested by the client, the project's interrelationship to another project; or
2. This shall be the end of the fiscal year in absence of a requested start date.

D. Prepare the estimate:

1. Determine the quantities and items of work to be estimated;
2. Determine unit prices for quantities and items of work;
3. Document quantity takeoffs and unit price estimates.
- E. Submit estimate for check, review and approval to appropriate individuals dependent on type of estimate prepared.
- F. Transmit and/or utilize the estimate for its intended purpose.
- G. File estimate in project file or Division Historical File as appropriate.

The estimate should be presented as a report with three components: a memorandum, executive summary and calculation sheet (Attachments A, B and C) or in a standard format appropriate for the type of estimate being prepared. The summary page should be prepared only after the details of the estimate have been fully completed.

DEFINITIONS:

1. **Property Acquisition**
This is the cost cost to obtain the land, title, interest or easement upon, over, or under which the project is to be constructed.
2. **Demolition and Site Clearance**
This is the cost of the removal of facility improvements, hazardous waste, soil contamination, et cetera, which are required to be removed before the start of construction.
3. **Master Plan/Program/Preliminary Design**
This is the cost of preparing the master plan and preliminary design alternatives. Included are engineering and design costs from the Program Phase to the beginning of the Design Phase.
4. **Design**
This is the cost of all design activities from Preliminary Design through design

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development and construction documents to the award of the construction contract. Included in this cost are the bid, award & contract processing costs, which are generally between \$25,000 - \$50,000 (depending on complexity & community involvement) and are not incorporated in overhead or consultant costs.

5. **Construction Management**
This is the cost of all construction management activities from processing of the construction contract (bid/award) to final acceptance of the project. This cost should include cost factors for projects that require on-going reporting and/or invoicing to an outside agency (such as Caltrans, utility company's fee, CDBG...etc)
6. **Construction**
This is the cost paid to contractor to build/construct the project according to the plans and specifications.
7. **Inflation (Escalation)**
This is the anticipated increase in cost for goods and services dependent on when the project is to be constructed. The inflationary factor will increase the cost of construction to the mid-point of the construction schedule.
8. **Contingency**
This is the estimated cost of requests for changes by the client department or unanticipated and unforeseen modifications to the project in the construction phase, which are necessary to complete the project.
9. **Furniture, Furnishings and Equipment**
This is the estimated cost is for items that are to be bid separately from the construction contract and are part the project scope and overall budget.

III. HOW TO CALCULATE COST ESTIMATES:

A. PROPERTY AND LAND

1. **Site Selection:**
 - 1a. Includes costs incurred for site(s) investigation and selection
2. **Property Acquisition**
Two levels of accuracy for cost and schedule estimating for site acquisition are available from the Public Works Real Estate Division.
 - 1a. Order of Magnitude Estimate: This Real Estate estimate:
 - Can be used for Program & Preliminary planning purposes with a \pm 50% range of accuracy.
 - Is prepared by Real Estate Division staff as an approximation of a subject property's value based upon data already "on hand" which staff believes suggests values for similar properties. It does not include collection of new data or any identification of comparable properties.
 - Includes a site visit with Real Estate staff and Project manager.
 - Takes approximately two weeks to develop.
 - 1b. Preliminary Estimate: This Real Estate estimate:
 - Can be used for the Budget and the Engineer's cost estimate with a range of accuracy

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of $\pm 20\%$.

- Is an estimate of property values as determined by Real Estate using comparable sales information regarding the project site.
- Takes approximately four weeks to develop.

Both of the above estimates would typically contain the following types of information:

- Land cost
- Relocation costs (if applicable)
- Estimate of Real Estate staff time and costs to accomplish the project
- Consultant services (appraisal)
- Special issues (relocation if the property is occupied, potential toxins, etc)

To obtain either of the above estimates, submit a written request to the Real Estate Division containing the following information:

- A description of the property for which an estimate is needed (site map, plat map, etc.)
- Description of the rights necessary (fee, easement, lease, etc)
- Charge number for staff time

This category is included in construction per Task Code/Project Phases discussions.

B. PROJECT DEVELOPMENT

3. Master Plan/Program/Preliminary Engineering

This should be estimated on past similar projects or a direct estimate if project specific elements can be determined. This is an estimate of what the Master Plan would cost to complete. It includes pre-design consultant fees, environmental review and project administration.

C. DESIGN AND DESIGN MANAGEMENT *This category has been renamed per Task Code/Project Phases discussions.*

4. Design:

This should be estimated based on comparable project percentages. The fee to a consultant should be in the 12 - 25% range of construction cost for building a project depending on the complexity of the project and economy of scale. Contract processing costs are included in this category and are generally between \$25,000 to \$50,000 depending upon complexity and community involvement (see Attachment 3: Summary of costs). The total design amount including Public Works staff time should be in the 10 - 20% range of the construction estimate. In the absence of specific factors, use 15%. Sub Consultants should be considered on a project specific and as required basis, such as: Aerial Topography, Soil Investigation, Cost Estimator, Archeological Survey/Monitoring, and Toxic Investigation.

5. Construction Management:

This should be estimated based on comparable projects. The fee for a consultant construction manager should be estimated. For State, Federal, or bond funded projects, reporting and/or

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invoicing costs should be included. The total construction management amount should be in the 12 - 20% of construction costs. In the absence of specific factors, use 15% of the construction cost.

6. Department Home Office Overhead:

This should be in the 2-5% range of construction cost. In the absence of a specific factor, use 3%.

7. Citywide Overhead:

Finance prepares the calculations to determine the overhead rate. For FY 00-01, the rate is 40% [note, this rate varies depending on which fund is involved] of direct City labor costs. These costs are already included in the estimate for items 4, 5 and 6.

D. CONSTRUCTION AND CONSTRUCTION MANAGEMENT

8. Construction:

This should be estimated to the level of detail required dependent on whether a Program, Preliminary, Budget, or Engineer's Estimate is being prepared.

8a. This should also include appropriate cost for the contractor general conditions, bonds, insurance, profit, and overhead. (Typically referred to as General Conditions). General Conditions should be estimated at approximately 10% - 20% of the construction cost. In the absence of specific factors, use 15%.

8b. Demolition and Site Clearance:

This should be estimated on a unit price or lump sum basis. This may include contamination clean up which should be based on the previous use of the property. This should also include site security and dust control if required.

8c. Cost for project inspection should also be included.

9. Inflation

This should be estimated to the mid-point of construction with the most current rate applied. Current rate can be obtained through the Manager's Budget Office (MBO) or other documented source such as Engineering News Record in the absence of direction from the MBO. The source for the projected inflation rate should be referenced.

UNDER CONSTRUCTION AND CONSTRUCTION MANAGEMENT????

10. Contingency

The contingency percentage will vary depending upon the level of information available for estimating. Generally, more specific information can allow a lower contingency amount. This is a project contingency and should include both design and construction contingencies. By percentage of construction cost, the range should be 10% for design and 10% for construction.

E. POST CONSTRUCTION

11. Furniture, Furnishings and Equipment

12. Mitigation

13. Record Drawings/As-Builts

14. Litigation/Claims

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15. Project close-out/acceptance

16. Other

Project specific costs not covered in items 1-11.

FORM 1 – DBE STATEMENT

Consultant Firm Name _____

Name _____ Title _____

Signature _____ Date signed _____

- ☐ We represent that our firm is DBE certified, as further discussed in **Section 9** of the Request for Qualifications. Attached is a copy of the printout from the DBE Database at http://www.dot.ca.gov/hq/bep/find_certified.htm.
- ☐ We represent that we intend to use the following DBE certified subconsultant(s) and attached is/are printout(s) from the DBE Database at http://www.dot.ca.gov/hq/bep/find_certified.htm.
- ☐ We represent that our firm is not DBE certified.

CERTIFICATION

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
Email:		
Contact person name and title:		

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Proposer during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents 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 understand the RFP.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 6 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

FORM 2
MINIMUM QUALIFICATIONS
CPMS 8963 – AIRCRAFT RESCUE AND FIRE FIGHTING FACILITY

PART I: MINIMUM REQUIREMENTS FOR QUALIFICATION

This Part I is the first step in evaluating the DB Entity. It seeks information about various members of the Design-Build Team, and consists of questions that must be answered correctly or the DB Entity will be disqualified.

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 1 through 4 is "No".

1. Does the General Contractor possess a valid and current California contractor's license for this PROJECT for which the DB Entity intends to submit a proposal?

☐ Yes ☐ No

2. Is the DB Entity able to obtain (or has) insurance in the limits stated in Exhibit D?

☐ Yes ☐ No

Provide a notarized declaration from the Insurance Company or from the broker/agent stating that the DB Entity is able to obtain or has insurance in the limits stated in Exhibit D for this construction PROJECT. Either provide the declaration or include the following notarized statement in the last paragraph of the declaration:

"The undersigned declares under penalty of perjury that the above statements submitted are true and correct and that this declaration was executed in State: _____,
County: _____,

on _____."
(date)

(Name and Title, printed or typed)

(Signature)

3. Does the General Contractor have current workers' compensation insurance coverage as required by the Labor Code or is it legally self-insured pursuant to Labor Code section 3700 et. seq.?

☐ Yes ☐ No

4. Is the DB Entity able to obtain performance and payment bonds for the PROJECT, which is expected to involve a construction contract of up to \$50,000,000 (Fifty Million Dollars).

☐ Yes

☐ No

Provide a notarized statement from the Surety Company stating the amount of bonding currently available to the DB Entity for this construction contract. Either provide a declaration or include the following in the last paragraph of the declaration.

"The undersigned declares under penalty of perjury that the above statements submitted are true and correct and that this declaration was executed in State: _____,
County: _____,

on _____,"
(date)

Name of bonding company/surety: _____

Name of surety agent: _____

Agent's address: _____

Agent's telephone number: _____

(Name and Title, printed or typed)

(Signature)

NOTE: The preceding notarized statement must be from the surety company, not an agent or broker.

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 5 through 11 are "Yes".

5. Has any contractor license held by the General Contractor or any of the proposed DB Team members been revoked or suspended without a successful appeal for reinstatement, within the 5 years immediately before the issuance of this RFP?

☐ Yes

☐ No

6. Within the 5 years immediately before the issuance of this RFP, has a surety firm completed a contract or paid for completion of a contract on behalf of the General Contractor or any member of the DB Team?
- ☐Yes ☐No
7. Within the 5 years immediately before the issuance of this RFP, has the General Contractor or any member of the DB Team been debarred for any reason by the City of San José or any other public agency?
- ☐Yes ☐No
8. Within the 5 years immediately before the issuance of this RFP, has the General Contractor or any member of the DB Team been ineligible to bid on or be awarded a public works contract pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
- ☐Yes ☐No
9. At any time during the 5 years immediately before the issuance of this RFP, has the General Contractor or any member of the DB Team or any of its owners or officers been convicted of a crime involving the procurement, awarding or performance of a government contract?
- ☐Yes ☐No
10. Has any professional license, credential or registration held by any Architect who will provide services to the PROJECT been revoked or suspended at any time in 5 years immediately before the issuance of this RFP?
- ☐Yes ☐No
11. Has any professional license, credential or registration held by any Engineer who will provide services to the PROJECT been revoked or suspended at any time in the 5 years immediately before the issuance of this RFP?
- ☐Yes ☐No

NOTE: DB Entity will be immediately disqualified if the answer to any of questions 12 through 16 are "No".

12. Do all architects and engineers who are expected to work on the PROJECT possess current California professional licenses for the services which they intend to provide?
- ☐Yes ☐No

13. By submitting an PROPOSAL in response to this RFP, does the DB Entity make a binding commitment that the contractors at every tier will use a “skilled and trained workforce” to perform all work on the PROJECT that falls within an “apprenticeable occupation” in the building and construction trades, or has the DB Entity attached evidence to it PROPOSAL that the DB Entity has entered into a project labor agreement incorporating such requirements, as set forth in Public Contract Code Section 22164(c)?

☐ Yes, the DB Entity will use a “skilled and trained workforce”

☐ Yes, the DB Entity has entered into a project labor agreement (include such evidence in this Part I of your PROPOSAL)

☐ No

14. Does the Lead Architectural Firm meet the experience requirements for this PROJECT as set forth in Part III of this RFP, entitled “Minimum Project Experience Requirements.”

☐ Yes

☐ No

15. Does the General Contractor meet the experience requirements for this PROJECT as set forth in Part III of this RFP, entitled “Minimum Project Experience Requirements.”

☐ Yes

☐ No

NOTE: For question 16, the DB Entity will be immediately disqualified if the three-year average EMR exceeds 1.00.

16. Experience Modification Rate (EMR)

A. Required EMR Rate for the General Contractor *that has performed work in California*:

List the General Contractor’s EMR (California workers’ compensation insurance) for each of the past three premium years; calculate the three-year average:

	Year	EMR
Most recent available year		
Previous year		
Year prior to previous year		
Three-year average EMR:		

B. Required EMR Rate for the General Contractor *that has not performed work in California*:

If the General Contractor has not performed work in California during at least the three most recent years, list below the General Contractor’s **Interstate** Experience Modification Rate for each of the past three premium years; calculate the three-year average. **Attach to the PROPOSAL**

documentation clearly showing the General Contractor's **Interstate** Experience Modification Rate for each of the past three premium years.

Note: Leave the following table empty if you have performed work in California during the three most recent years.

	Year	Interstate EMR
Most recent available year		
Previous year		
Year prior to previous year		
Three-year average EMR:		

NOTE for questions 17 through 18: The average total recordable injury and illness rate (also known as OSHA Incidence Rate) and average lost work rate (also known as the Lost Workday Incidence Rate) for the most recent three-year period must not exceed the applicable statistical standards for its business category. As an alternative, a DB Entity may be deemed to have an acceptable safety record in those categories if the DB Entity is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. Should none of these requirements be met, then the DB Entity will be immediately disqualified.

17. List the General Contractor's total recordable injury/illness rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

	Year	Average total recordable injury/illness rate	Applicable statistical standard for that year	Applicable business category (describe category)
Most recent available year				
Previous year				
Year prior to previous year				
Three-year average:				

18. List the General Contractor's lost work rate for each of the past three premium years, and include the applicable statistical standard for that year of the appropriate category; calculate the three-year average.

	Year	Lost work rate	Applicable statistical standard for that year	Applicable business category (describe category)
Most recent available year				
Previous year				
Year prior to previous year				
Three-year average:				

19. Is your firm a party to an alternative dispute resolution system as described in Section 3201.5 of the Labor Code?

☐ Yes

☐ No

If "yes," attached a separate page describing how your firm is a party to an alternative dispute resolution system.

-End of Part I -

PART II: SCORED QUESTIONS

A. SCORED QUESTIONS FOR THE GENERAL CONTRACTOR

Provide the following information about the General Contractor that will construct the PROJECT. If the General Contractor is itself the DB Entity, then provide all information requested as it relates to the DB Entity itself.

- A-1. How many years has the General Contractor been licensed in California under their present business name and license number?

☐ 10 years or more ☐ 8-9 years ☐ 6-7 years ☐ 5 years or less

- A-2. Is the General Contractor currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed. Failure to provide this information may result in immediate DB Entity disqualification.

- A-3. Was the General Contractor in bankruptcy at any time during the 5 years immediately before the issuance of this RFP?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question 2, above.

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued. Failure to provide this information may result in immediate DB Entity disqualification.

Note: Failure to provide an explanation for "yes" answer to Questions A-4 to A-14 may result in immediate DB Entity disqualification.

- A-4. At any time in the 5 years immediately before the issuance of this RFP has the General Contractor been assessed and paid liquidated damages of more than \$50,000 on a construction contract with either a public or private owner?

☐Yes ☐No

If "yes," explain on a separate page. Identify all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

- A-5. Has the General Contractor ever defaulted on a construction contract?

☐Yes ☐No

If "yes," explain on a separate page.

- A-6. In the 5 years immediately before the issuance of this RFP has the General Contractor been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐Yes ☐No

If "yes," explain on a separate page. State the name of the organization debarred, the name of the person within your firm who was associated with that organization, the year of the event, the owner of the project, and the basis for the action.

NOTE: The following two questions refer only to disputes between contractors and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontractor and a project owner.

- A-7. In the 5 years immediately before the issuance of this RFP has any construction project owner or subcontractor on a construction project made a claim in excess of \$50,000 against the General Contractor wherein the claim resulted in a lawsuit, arbitration, mediation and/or some other sort of formal dispute resolution?

☐Yes ☐No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

- A-8. In the 5 years immediately before the issuance of this RFP has the General Contractor made any claim in excess of \$50,000 against a project owner or a subcontractor on a construction project wherein the claim resulted in a lawsuit, arbitration, mediation and/or some other sort of formal dispute resolution?

☐ Yes

☐ No

If "yes," on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

- A-9. At the time of submitting this PROPOSAL, does the General Contractor, or any first- or second-tier subcontractor or supplier that the General Contractor anticipates using on this PROJECT, currently have an unresolved Stop Notice filed on any City of San José or other public agency projects?

☐ No

☐ Yes, one unresolved Stop Notice

☐ Yes, two or more unresolved Stop Notice

If "yes," explain on a separate page. Identify the year of the event, the owner, the project and the detailed explanation for the stop notice.

- A-10. In the 5 years immediately before the issuance of this RFP has any insurance carrier, or any form of insurance, refused to renew the insurance policy for the General Contractor?

☐ Yes

☐ No

If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance, the year of the refusal, and the exact reason for the refusal to renew.

- A-11. During the 5 years immediately before the issuance of this RFP, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public or private construction project when one was required?

☐ Yes

☐ No

If yes, provide details on a separate page indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

- A-12. Has the General Contractor ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.

- A-13. Has the General Contractor ever been convicted of a crime involving any federal, state, or local law related to the procurement of a construction contract or construction?

☐ Yes ☐ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

- A-14. Has the General Contractor ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

- A-15. Has CAL OSHA or any other state agency cited and assessed penalties against the General Contractor for any "serious," "willful" or "repeat" violations of its safety or health regulations in the 5 years immediately before the issuance of this RFP?

NOTE: If General Contractor has filed an appeal of a citation, and the state's Occupational Safety and Health Appeals Board has not yet ruled on the appeal, General Contractor need not include information about it.

☐ Yes ☐ No

If "yes," attached a separate page describing all citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, and the amount of penalty paid, if any. If any citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision. Note, "serious," "willful" or "repeat" violations may deem a DB Entity disqualified.

- A-16. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor in the 5 years immediately before the issuance of this RFP?

NOTE: If General Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, General Contractor need not include information about the citation.

☐ Yes ☐ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

- A-17. In the 5 years immediately before the issuance of this RFP, has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either the General Contractor or the owner of a construction project on which the General Contractor was working?

NOTE: If an appeal of a citation has been filed and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

- A-18. Does the General Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project? (*select one*)

☐ No
☐ Yes, at least once a week
☐ Yes, every two weeks
☐ Yes, less than every two weeks

- A-19. Within the 5 years immediately before the issuance of this RFP, has there ever been a period when the General Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

A-20. In the 5 years immediately before the issuance of this RFP has the General Contractor been assessed any penalties and/or liquidated damages in excess of \$15,000 due to the failure to pay prevailing wage or failure to submit Certified Payroll Reports?

☐ No

☐ Yes, one penalty have been assessed

☐ Yes, two or more penalties have been assessed

If "yes," explain on a separate page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

A-21. Does the General Contractor operate its own State-approved apprenticeship program?

☐ Yes

☐ No

If you answered "yes," provide the following information on a separate page and insert in this Part IV of your PROPOSAL:

(a) Identify the craft or crafts in which you provided apprenticeship training in the past year.

(b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

(c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

A-22. At any time during the 5 years immediately before the issuance of this RFP, has a court or administrative body made a final determination that the General Contractor violated a provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices?

☐ Yes

☐ No

If "yes," provide on a separate page the date of the decision and attach a copy of the final decision to your PROPOSAL.

B. SCORED QUESTIONS FOR THE LEAD ARCHITECTURAL FIRM

Provide the following information about the Lead Architectural Firm that will design the PROJECT. If the Lead Architectural Firm is itself the DB Entity, then provide all information requested as it relates to the DB Entity itself.

B-1. How many years has the Lead Architect been licensed and practicing in California?

☐ 10 years or more ☐ 8-9 years ☐ 6-7 years ☐ 5 years or less

B-2. Is the Lead Architectural Firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

B-3. Was the Lead Architectural Firm in bankruptcy at any time during the 5 years immediately before the issuance of this RFP?

Note: This question refers *only* to a bankruptcy action that was *not* described in answer to question B-2, above.

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Note: Failure to provide an explanation for a "yes" answer to Questions B-4 to B-6 may result in immediate DB Entity disqualification.

B-4. In the 5 years immediately before the issuance of this RFP has the Lead Architect or the Lead Architectural Firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any project for any reason?

☐ Yes ☐ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

- B-5. In the 5 years immediately before the issuance of this RFP has there been any claim or dispute in excess of \$50,000 against the Lead Architect or the Lead Architectural Firm concerning its design work on a construction project that resulted in the filing of a lawsuit, an arbitration or mediation proceeding, or any other type of dispute resolution proceeding?

☐ Yes

☐ No

If "yes," on a separate page identify the claim(s)/dispute(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim and form of dispute resolution involved, the court in which the case was filed (if a lawsuit was filed) and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

- B-6. In the 5 years immediately before the issuance of this RFP has the Lead Architect or the Lead Architectural Firm made any claim in excess of \$50,000 in any lawsuit, arbitration or mediation proceeding, or any other type of dispute resolution proceeding, against a project owner concerning its design work or payment ?

☐ Yes

☐ No

If "yes," on a separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim and the form of dispute resolution involved, the court in which the case was filed (if a lawsuit was filed) and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

- B-7. In the 5 years immediately before the issuance of this RFP has any insurance carrier refused to renew the insurance policy (including any part of an insurance policy) for the Lead Architect or the Lead Architectural Firm, based on non- payment or losses?

☐ Yes

☐ No

If "yes," on a separate page provide the name of the insured, name the insurance carrier, the form of insurance and the year of the refusal.

- B-8. Within the 5 years immediately before the issuance of this RFP has there ever been a period when the Lead Architectural Firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate page.

☐ No

If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years.

- B-9. Has the Lead Architect or the Lead Architectural Firm ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any private or public agency or entity?

☐ Yes

☐ No

If "yes," explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the agency or entity, the civil or criminal verdict, the date and the basis for the finding.

- B-10. Has the Lead Architect or the Lead Architectural Firm ever been convicted of a crime involving any federal, state, or local law related to work performed as an architect or an architectural firm?

☐ Yes

☐ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

- B-11. Has the Lead Architect or the Lead Architectural Firm ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes

☐ No

If "yes," identify on a separate page the person or persons convicted, the year, the court (the county if a state court; the district or location of the federal court), the case number, the crimes, and the grounds for conviction.

- B-12. Has the California Department of Consumer Affairs, or an equivalent agency in any other state, taken any disciplinary action against the Lead Architect or the Lead Architectural Firm?

☐ Yes

☐ No

If "yes," please explain on a separate page.

- End of Part II -

PART III: MINIMUM PROJECT EXPERIENCE REQUIREMENTS

The DB Entity must submit all project experience information in accordance with the instructions that follow. Failure to meet the submittal or experience requirements listed below for submitted past projects will deem the DB Entity as disqualified.

A. GENERAL CONTRACTOR AND LEAD ARCHITECTURAL FIRM CONSTRUCTION AND DESIGN EXPERIENCE REQUIREMENTS

The DB Entity must identify at least three (3) Completed Similar Projects by the General Contractor and/or the Lead Architectural Firm in the format prescribed by the *Project Data Sheets*, provided immediately following this part.

Completed Similar Projects identified on the Project Data Sheets *must* meet the following minimum requirements:

1. At least two (2) of the Completed Similar Projects must be professional design and/or construction services for either a public jurisdiction Fire Department Fire House Facility OR an Airport ARFF Facility construction project, valued at \$10 million or more, using the Alternative Project Delivery model (Design Build, Progressive Design-Build, Design-Assist, Construction Manager at Risk, or Construction Manager-General Contractor).
2. The projects must have met the requirements for being a Completed Similar Project within the 10 years immediately before the issuance of this RFP.
3. The Project Value for each Completed Similar Projects must be over \$10 million dollars if the Contract was held solely by an individual entity. Alternatively, Proposer portion of the Contract held through a JV Agreement must have been greater than \$10 million.

Any project identified on a Project Data Sheet that does not meet the above minimum requirements or the requirements for being a Completed Similar Project will *not* count towards the DB Entity's minimum required number of Completed Similar Projects; however, the CITY *may* consider the project in determining whether to pre-qualify a DB Entity.

In addition to the above minimum requirements, the information you provide about each Completed Similar Project should demonstrate that the DB Entity has the qualifications and experience needed to develop and implement the PROJECT. Each Project Data Sheet should include the following.

The CITY's assessment of project experience will also include, but is not limited to, reference checks from owners. Names and references must be current and verifiable.

Projects will be reviewed in the order presented (i.e. any project beyond the third project will not be read nor considered).

Project 1 – FORM 2 – PART III - Qualifying Project Data

Project Name:	
Project Data Sheet for:	<input type="checkbox"/> General Design-Build Entity <input type="checkbox"/> Principle Architectural Firm <input type="checkbox"/> Other (including JV)
Name of Proposer Member	
Project Name	
Project Location	
Project Owner	
Project Owner Contact	<i>Provide current Owner contact name(s) agency, address, phone number, and email. The owner contact is the person who you believe is best qualified to answer interview questions about the project.</i>
Completed Project Date	<i>Date that the qualified this as a Completed Similar Project .</i>
Project Value	<i>Project Value.</i>
Responsible Firm(s) and Role	<i>Provide the name of each responsible firm and role.</i>
Project Manager	<i>Provide name of principle Project Manager</i>
On-site Project Manager	<i>Name of Project Manager On-site.</i>
Project Superintendent	<i>Name of project Superintendent</i>
Project Delivery Method	<i>Identify the project delivery method (ie: design-build, construction manager at risk, construction manager-general Design-Build Entity)</i>
Scope of Services	<i>Describe the scope of services related to all phases of project delivery. In the description, clearly identify how the project qualifies as a Completed Similar Project and otherwise meets the minimum experience requirements.</i>
Original Contract Value	<i>Provide the contract amount at time of executing the contract.</i>
Final Contract Amount	<i>Provide final contract amount: Briefly explain in one sentence the difference between the final contract amount and the original contract amount, and provide additional information below.</i>
Original Schedule Completion Date	<i>Provide the scheduled completion date at time of entering into the contract. Explain in one sentence if actual or project completion date differs from original scheduled completion date and provide additional information below.</i>
Relevancy to Project in this RFP	<i>Provide how this project is applicable and relevant to the Project. The description should demonstrate how the project meets the minimum qualifications in this RFP.</i>

Project 2 – FORM 2 – PART III - Qualifying Project Data

Project Name:	
Project Data Sheet for:	<input type="checkbox"/> General Design-Build Entity <input type="checkbox"/> Principle Architectural Firm <input type="checkbox"/> Other (including JV)
Name of Proposer Member	
Project Name	
Project Location	
Project Owner	
Project Owner Contact	<i>Provide current Owner contact name(s) agency, address, phone number, and email. The owner contact is the person who you believe is best qualified to answer interview questions about the project.</i>
Completed Project Date	<i>Date that the qualified this as a Completed Similar Project.</i>
Project Value	<i>Project Value.</i>
Responsible Firm(s) and Role	<i>Provide the name of each responsible firm and role.</i>
Project Manager	<i>Provide name of principle Project Manager</i>
On-site Project Manager	<i>Name of Project Manager On-site.</i>
Project Superintendent	<i>Name of project Superintendent</i>
Project Delivery Method	<i>Identify the project delivery method (ie: design-build, construction manager at risk, construction manager-general Design-Build Entity)</i>
Scope of Services	<i>Describe the scope of services related to all phases of project delivery. In the description, clearly identify how the project qualifies as a Completed Similar Project and otherwise meets the minimum experience requirements.</i>
Original Contract Value	<i>Provide the contract amount at time of executing the contract.</i>
Final Contract Amount	<i>Provide final contract amount: Briefly explain in one sentence the difference between the final contract amount and the original contract amount, and provide additional information below.</i>
Original Schedule Completion Date	<i>Provide the scheduled completion date at time of entering into the contract. Explain in one sentence if actual or project completion date differs from original scheduled completion date and provide additional information below.</i>
Relevancy to Project in this RFP	<i>Provide how this project is applicable and relevant to the Project. The description should demonstrate how the project meets the minimum qualifications in this RFP.</i>

End of Part III

PART IV: FINANCIAL

A. FINANCIAL INFORMATION

DB Entity shall provide and attach the following in a sealed envelope attached to its RFP submittal:

1. One (1) copy of the DB Entity's most recent certified financial statements including the balance sheet, statement of cash flows, and notes to the financial statements.

In the event that the DB Entity is a partnership or joint venture (whether formed or intended to be formed), provide the above financial information for all general partners or members.

Fill in the information below for the three full fiscal years immediately preceding the date the City issued this RFQ. In the event that the DB Entity is a partnership or joint venture (whether formed or intended to be formed), provide the information below for all general partners or members.

Current Assets: \$ _____

Current Liabilities: \$ _____

Total Net Worth: \$ _____

Current Ratio (Assets/Liabilities): _____

Working Capital (Current Assets - Current Liabilities): \$ _____

2. Financial Capability Evaluation:

The DB Entity's financial capability will be evaluated based on the financial statements using the following criteria:

- a. Profitability and growth
- b. Solvency
- c. Financial efficiency
- d. Market strength
- e. Bond, credit, and other ratings

- End of Part IV -

FORM 2: SCORING MATRIX

A. PART I: MINIMUM REQUIREMENTS FOR QUALIFICATION

This part seeks information about various members of the Design-Build Entity, and consists of pass/fail questions. This is the first step in rating the Design-Build Entity. A Design-Build Entity that “fails” any one of the questions 1-20 listed in Part I will be disqualified (except with respect to questions 19 and 20 to the extent the DB Entity is a party to an alternative dispute resolution system as identified in Question 20).

PART II: SCORED QUESTIONS

PART II.A. SCORED QUESTIONS FOR THE GENERAL CONTRACTOR

The maximum possible score for Part II.A. is 140. A minimum score of 105 must be attained or the General Contractor will be rated as not qualified which in turn disqualifies the Design-Build Entity.

Question #	Quantity	Yes	No	Score
A-1	10 yrs + = 10 pts 8 to 9 yrs = 6 pts 6 to 7 yrs = 3 pts 5 yrs or less = 0 pts	N/A	N/A	
A-2	N/A	0	10	
A-3	N/A	0	10	

Question #	Quantity	Yes	No	Score
A-4	<i>0-1 Projects = 10 pts</i> <i>2 Projects = 3 pts</i> <i>More than 2 Projects = 0 pts</i>	N/A	N/A	
A-5	N/A	0	5	
A-6	N/A	0	10	
A-7	<i>5 pts for 0 or 1 instance</i> <i>3 pts for 2 instances</i> <i>0 pts for more than 2 instances</i>	N/A	N/A	
A-8	N/A	N/A	5	
A-9	<i>5 pts for 0 or 1 instance</i> <i>3 pts for 2 instances</i> <i>0 pts for more than 2 instances</i>	0	5	
A-10	N/A	0	5	
A-11	N/A	0	10	
A-12	N/A	-5	5	
A-13	N/A	-10	5	
A-14	N/A	-10	5	

Question #	Quantity	Yes	No	Score
A-15	N/A	0	5	
A-16	N/A	0	5	
A-17	N/A	0	5	
A-18	10 pts for at least once a week 5 pts for every two weeks 0 pts for less than every two weeks	N/A	N/A	
A-19	N/A	0	5	
A-20	5 pts for 0 instance 3 pts for 1 instances 0 pts for more than 1 instance			
A-21	N/A	N/A	N/A	
A-22	N/A	0	5	
Total Score (Disqualified if less than 105)				

– End of Part II –

PART III. SCORED QUESTIONS FOR THE LEAD ARCHITECTURAL FIRM

The maximum possible score for Part II.B. is 80. A minimum score of 60 must be attained or the Lead Architectural Firm will be rated as not qualified which in turn disqualifies the Design-Build Entity.

Question #	Quantity	Yes	No	Score
B-1	<i>10 yrs + = 10 pts</i> <i>8 to 9 yrs = 6 pts</i> <i>6 to 7 yrs = 3 pts</i> <i>5 yrs or less = 0 pts</i>	N/A	N/A	
B-2	<i>N/A</i>	0	10	
B-3	<i>N/A</i>	0	10	
B-4	<i>N/A</i>	0	5	
B-5	<i>N/A</i>	0	5	
B-6	<i>N/A</i>	0	5	
B-7	<i>N/A</i>	0	5	
B-8	<i>N/A</i>	0	5	
B-9	<i>N/A</i>	-5	5	
B-10	<i>N/A</i>	-10	5	
B-11	<i>N/A</i>	-10	5	

Question #	Quantity	Yes	No	Score
B-12	N/A	0	10	
Total Score (Disqualified if less than 60)				

– End of Part III –

FORM 2 INTERVIEW QUESTIONNAIRE SCORING

Reference Contact will be attempted for all three referenced projects. Contact must be made for at least two of the three referenced projects. The maximum possible score for this Part is 100 for each referenced project. A minimum score of 60 for at least two projects must be attained for the General Contractor and/or the Lead Architectural Firm. Any two of the three projects rated below 60 will be rated as not qualified which in turn disqualifies the Design-Build Entity.

DB ENTITY TEAM MEMBER: _____

PROJECT: _____

Please review the following statements and select the point level that best reflects your experience with the DB Entity Team Member on the project in question.

Scored Statements:

1. **SUPERVISION & PERSONNEL:** Throughout the project, the personnel had sufficient experience with the project type to generally coordinate the work and provided the supervision necessary to maintain the critical path schedule, to resolve multi-trade conflicts ahead of critical path activities and to avoid the need for the Owner to reject work more often than would reasonably be expected for a project of this type and size.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard.

SCORE _____

2. **SCHEDULE:** Throughout the project, the DB Entity Team Member generally adhered to the project schedule pursuant to the contract requirements. When required by Owner requested changes or unforeseen conditions, the DB Entity Team Member provided reasonable proposals to minimize or eliminate impacts to the critical path schedule.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard.

SCORE _____

3. **CHANGE ORDERS:** Throughout the project, the DB Entity Team Member generally submitted

estimates in a timely manner to perform change order work, and such submittals contained reasonable and readily verifiable time, material and labor estimates. Furthermore, throughout the project, the DB Entity Team Member integrated the change order work into the existing work so as to minimize disruptions to the approved schedule and to the quality of the work.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard.

SCORE _____

4. PAYMENT OF SUBCONTRACTORS/SUPPLIERS: Which of the following statements most correctly describes the number of stop notices and/or mechanics liens on the project:

0 points = Throughout the project, there were 10 or more cases of subcontractors and/or suppliers submitting stop notices and/or mechanics liens due to lack of timely payment.

10 points = 5 to 9 cases

15 points = 2 to 4 cases

20 points = no more than 1 case

SCORE _____

5. PROJECT CLOSE OUT (for General Contractor and Principal Engineering Firm): The DB Entity Team Member generally submitted Operation & Maintenance manuals, completed as-built drawings, provided training, and performed all punch-list and warranty item work, all in the manner required by the construction contract.

0 points = The DB Entity consistently failed to meet this standard. 10

points = The DB Entity marginally met this standard.

20 points = The DB Entity consistently met/exceeded this standard.

SCORE _____

GRAND TOTAL: _____

Maximum Points is 100 Points

– End of Reference Check Scoring –

FORM 2: OWNER REFERENCE INTERVIEW QUESTIONNAIRE

**** NO ACTION ON THE DB ENTITY'S PART IS NECESSARY. THESE QUESTIONS ARE INCLUDED IN THE PACKAGE GIVEN TO THE DB ENTITY FOR INFORMATION ONLY.**

For at least two (2) of the Completed Similar Projects identified in Part III, the CITY will use the following questions to interview the Owner Reference you identified in Part III – Project Data Sheet as being the best persons to answer these questions. The CITY reserves the right to disqualify a project for consideration where the contact person given demonstrates a lack of knowledge regarding the specifics of the project in question and/or the DB Entity's performance on that project.

PROJECT INFORMATION

DB Entity Team Member:

Project:

Contact Name:

Contact
Company\Entity:

Email:

GENERAL PROJECT BACKGROUND

Please give a brief description of the project and any unique challenges or restrictions placed on the DB Entity Team Member (i.e. phasing of the work, accelerated schedule, etc.)

FORM 2: INTERVIEW QUESTIONNAIRE (cont.)

DB ENTITY TEAM MEMBER: _____

PROJECT: _____

Please review the following statements and select the point level that best reflects your experience with the DB Entity Team Member on the project in question.

Scored Statements:

1. SUPERVISION & PERSONNEL: Throughout the project, the personnel had sufficient experience with the project type to generally coordinate the work and provided the supervision necessary to maintain the critical path schedule, to resolve multi-trade conflicts ahead of critical path activities and to avoid the need for the Owner to reject work more often than would reasonably be expected for a project of this type and size.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard.

SCORE _____

2. SCHEDULE: Throughout the project, the DB Entity Team Member generally adhered to the project schedule pursuant to the contract requirements. When required by Owner requested changes or unforeseen conditions, the DB Entity Team Member provided reasonable proposals to minimize or eliminate impacts to the critical path schedule.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard.

SCORE _____

3. CHANGE ORDERS: Throughout the project, the DB Entity Team Member generally submitted estimates in a timely manner to perform change order work, and such submittals contained reasonable and readily verifiable time, material and labor estimates. Furthermore, throughout the project, the DB Entity Team Member integrated the change order work into the existing work so as to minimize disruptions to the approved schedule and to the quality of the work.

0 points = The DB Entity Team Member consistently failed to meet this standard.

10 points = The DB Entity Team Member marginally met this standard.

20 points = The DB Entity Team Member consistently met/exceeded this standard.

SCORE _____

4. PAYMENT OF SUBCONTRACTORS/SUPPLIERS: Which of the following statements most correctly describes the number of stop notices and/or mechanics liens on the project:

0 points = Throughout the project, there were 10 or more cases of subcontractors and/or suppliers submitting stop notices and/or mechanics liens due to lack of timely payment.

10 points = 5 to 9 cases

15 points = 2 to 4 cases

20 points = no more than 1 case

SCORE_____

5. PROJECT CLOSE OUT (for General Contractor and Lead Architectural Firm): The DB Entity Team Member generally submitted Operation & Maintenance manuals, completed as-built drawings, provided training, and performed all punch-list and warranty item work, all in the manner required by the construction contract.

0 points = The DB Entity consistently failed to meet this standard.

10 points = The DB Entity marginally met this standard.

20 points = The DB Entity consistently met/exceeded this standard.

SCORE_____

GRAND TOTAL: _____

(Max. 100 Points)

FORM 3
PROPOSER'S QUESTIONNAIRE

PART I: DB ENTITY INFORMATION & CERTIFICATION

The DB Entity must provide all of the following information to be considered for further review. The DB Entity must also sign this form, certifying that the statements and information contained in this Proposal are complete and accurate and that the submittal contains no false or deliberately misleading information.

By signing this form, the DB Entity acknowledges that receipt of this submittal by the CITY does not constitute either a direct or implied guarantee that the CITY will determine the DB Entity meets the Minimum Qualifications for the PROJECT. By signing this form and submitting this Proposal, the DB Entity further agrees to be bound by the procedures and conditions as described in the accompanying RFP. The DB Entity is the entity that will execute the Design-Build Contract.

The certification is to be signed under penalty of perjury by the DB Entity, the entity that will execute the DB Contract. If the DB Entity is a partnership or joint venture, the certification shall be signed by the general partners or joint venture members.

If the legal entity constituting the DB Entity has not yet been formed, questions referring to the DB Entity should be answered as if the DB Entity has been formed.

A. EXECUTION & CERTIFICATION OF INFORMATION:

Complete and attach FORM 3 **Attachment 1 Proposer Form** to your Proposal. FORM 3 Attachment 1 is a certification that all information set forth in this PROPOSAL is provided under penalty of perjury by the DB Entity and, if a partnership or joint venture, its general partners or joint venture members.

B. GENERAL INFORMATION:

1. Legal Name of DB Entity: _____

2. Address of DB Entity: _____

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3. Name/Title of Contact Person for this PROPOSAL: _____

(Contact person does not need to be an owner. The contact person should be sufficiently knowledgeable to respond to any questions CITY may have regarding the PROPOSAL.)

4. Contact Person's Email: _____

5. Contact Person's Phone Number: _____

6. DB Entity is: ☐ a Corporation ☐ a Partnership
☐ a Sole Proprietorship ☐ a Joint Venture
☐ Other legal entity (specify): _____

7. DB Entity Date of formation or incorporation: _____

8. Formed/Incorporated under the laws of which state: _____

C. ORGANIZATIONAL DOCUMENTS

If the DB Entity is a privately held corporation, Limited Liability Company, Partnership, Joint Venture, or other legal entity:

- Provide a copy of the organizational documents or agreement committing to form the DB Entity.
- Indicate all shareholders, partners or members who will perform work on the PROJECT.

- End of Part I -

PART II: DB TEAM INFORMATION

The DB Entity must provide all of the following information regarding the DB Team members:

A. INFORMATION ABOUT THE GENERAL CONTRACTOR

1. Name of General Contractor: _____

2. Address of General Contractor: _____

3. Name/Title of Contact Person for this Proposal: _____

(Contact person does not need to be an owner. The contact person should be sufficiently knowledgeable to respond to any questions CITY may have regarding the Proposal.)

4. Contact Person's Email: _____

5. Contact Person's Phone Number: _____

6. General Contractor's Date of formation or incorporation: _____

7. Formed/Incorporated under the laws of which state: _____

8. General Contractor is a (*select one and provide requested information*): Corporation

☐ provide information in Table 8a

☐ Sole proprietorship – provide information in Table 8b

☐ Joint Venture, Partnership or Other legal entity – provide information in Table 8c

Table 8a

General Contractor is a Corporation

Columns 1-4: Provide all the following information as of the date of this RFP for each person who is either of the following: (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Columns 5-6: For each person you list, identify every construction firm the person has been associated with as an owner, general partner, limited partner or officer at any time during the 5 years immediately before the date upon which this RFP was issued. *For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.*

Attach additional pages if necessary.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Name of Person or Entity	Position In General Contractor	Years with General Contracto	% Ownership in General	Previous Construction Firm(s)	Dates of Participation with Previous
CEO:					
President:					
Secretary:					
Treasurer:					
10% Stock Owner:					
10% Stock Owner:					

Table 8b

General Contractor is a Sole Proprietorship

Columns 1-2: Provide all the following information as of the date of this RFP.

Columns 3-4: Identify every construction firm the business owner has been associated with as an owner, general partner, limited partner or officer at any time during the five years immediately before the date upon which this RFP was issued. For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Attach additional pages if necessary.

Column 1	Column 2	Column 3	Column 4
Owner's Name	Years as Owner	Previous Construction Firm(s)	Dates of Participation with Previous Firm(s)

Table 8c

General Contractor is a Joint Venture, Partnership or Other Legal Entity (other than a corporation)

Columns 1-4: Provide all the following information as of the date of this RFP for each person who owns 10 percent or more the General Contractor.

Columns 5-6: For each person you list, identify every construction firm the person has been associated with as an owner, general partner, limited partner or officer at any time during the five years immediately before the date upon which this RFP was issued. For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Attach additional pages if necessary.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Name of Person or Entity	Position With General Contractor	Years with General Contractor	% Ownership in General Contractor	Previous Construction Firm(s)	Dates of Participation with Previous Firm(s)

9. Has there been any change in ownership of the General Contractor at any time during the 3 years immediately before the date upon which this RFP was issued?

NOTE: A corporation whose shares are publicly traded is not required to answer this question but must check the "Publicly Traded" box.

☐ Yes. *Explain answer on a separate page* ☐ No ☐ Publicly Traded

10. Is the General Contractor a subsidiary, parent, holding company or affiliate of another construction or design firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes. *Explain answer on a separate page* ☐ No

11. Are any corporate officers, partners or owners connected to any other design or construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes. *Explain answer on a separate page* ☐ No

12. State the General Contractor's gross revenues for each of the last 3 full fiscal years immediately before the date upon which this RFP was issued:

Fiscal Year:	Gross Revenues:
	\$ _____
	\$ _____
	\$ _____

13. List all license numbers, classifications and expiration dates of the California contractor's licenses held by the General Contractor, including any licenses or registration with the California Department of Industrial Relations required in accordance with SB 854:

License Number	Trade Classification	Date Issued	Expiration Date

14. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

15. Has the General Contractor changed names or license numbers in the 5 years immediately before the date upon which this RFP was issued?

☐ Yes. *Explain answer on a separate page
and include reason(s) for the change.*

☐ No

16. Has any owner, partner or, for corporations, officer of your firm operated a construction firm under any other name in the 5 years immediately before the date upon which this RFP was issued?

☐ Yes. *Explain answer on a separate page
and include reason(s) for the change.*

☐ No

17. Provide surety information for General Contractor for this PROJECT:

Surety's Name: _____
Name of Surety's Agent: _____
Agent's Address: _____

Agent's Telephone No.: _____

18. Provide the information below for all other sureties that have written bonds for the General Contractor during the 5 years immediately before the date upon which this RFP was issued.

Surety's Name	Surety's Address	Coverage Period

B. INFORMATION ABOUT THE LEAD ARCHITECTURAL FIRM

1. **Is the Lead Architectural Firm different from the General Contractor?** No; proceed to

☐ Question 12

☐ Yes; answer all questions below

2. Name of Lead Architectural Firm: _____

3. Address of Lead Architectural Firm: _____

4. Name of Lead Architect: _____

a. License Number: _____

b. Years in Practice: _____

c. Email: _____

d. Phone Number: _____

5. Date of formation or incorporation: _____

6. Formed/Incorporated Under the laws of which state: _____

7. Lead Architectural Firm is a (select one and provide requested information):

- ☐ Corporation – provide the information in Table 8a
- ☐ Sole proprietorship – provide the information in Table 8b
- ☐ Joint Venture, Partnership or Other legal entity – provide the information in Table 8c

Table 8a

Lead Architectural Firm is a Corporation

Columns 1-4: Provide all the following information as of the date of this RFP for each person who is either of the following: (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock. Attach additional pages if necessary.

Columns 5-6: For each person you list, identify every engineering firm the person has been associated with as an owner, general partner, limited partner or officer at any time during the 5 years immediately before the date upon which this RFP was issued. *For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.*

Attach additional pages if necessary.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Name of Person or Entity	Position in Lead Architectural Firm	Years with Lead Architectural Firm	% Ownership in Lead Architectural Firm	Previous Engineering Firm(s)	Dates of Participation with Previous Firm(s)
CEO:					
President:					
Secretary:					
Treasurer:					
10% Stock Owner:					
10% Stock Owner:					

Table 8b

Lead Architectural Firm is a Sole Proprietorship

Columns 1-2: Provide all the following information as of the date of this RFP.

Columns 3-4: Identify every engineering firm the business owner has been associated with as an owner, general partner, limited partner or officer at any time during the 5 years immediately before the date upon which this RFP was issued. For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Attach additional pages if necessary.

Column 1	Column 2	Column 3	Column 4
Owner's Name	Years as Owner	Previous Engineering Firm(s)	Dates of Participation with Previous Firm(s)

Table 8c

Lead Architectural Firm Is A Joint Venture, Partnership, Or Other Legal Entity (Other Than A Corporation)

Columns 1-4: Provide all the following information as of the date of this RFP for each person who owns 10 percent or more the Lead Architectural Firm.

Columns 5-6: For each person you list, identify every engineering firm the person has been associated with as an owner, general partner, limited partner or officer at any time during the 5 years immediately before the date upon which this RFP was issued. *For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.*

Attach additional pages if necessary.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Name of Person or Entity	Position With Lead Architectural Firm	Years with Lead Architectural Firm	% Ownership in Lead Architectural Firm	Previous Engineering Firm(s)	Dates of Participation with Previous Firm(s)

8. Has there been any change in ownership of the Lead Architectural Firm at any time during the 3 years immediately before the date upon which this RFP was issued?

NOTE: A corporation whose shares are publicly traded is not required to answer this question but must check the "Publicly Traded" box.

☐ Yes. *Explain answer on a separate page* ☐ No ☐ Publicly Traded

9. Is the Lead Architectural Firm a subsidiary, parent, holding company or affiliate of another design or construction firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes. *Explain answer on a separate page* ☐ No

10. State the Lead Architectural Firm's gross revenues for each of the last 3 fiscal years immediately before the date upon which this RFP was issued:

Fiscal Year:	Gross Revenues:
	\$ _____
	\$ _____
	\$ _____

11. Has the Lead Architectural Firm changed names in the past 5 years immediately before the date upon which this RFP was issued?

☐ Yes. *Explain answer on a separate page* ☐ No

And include reason(s) for the change.

12. Provide the following information for the engineers and architects from the Lead Architectural Firm who will be designing the PROJECT: *(attach additional pages if necessary)*

Name of Engineer/Architect	Discipline	License Number	Years in Practice

C. INFORMATION ABOUT THE OTHER DESIGN FIRM(S), IF ANY

For each of the Other Design Firms, if any, that will be part of the DB Team, provide the information requested below.

1. Other Design Firm No. 1:

a. Name of Other Design Firm: _____

b. Element of Design to be Performed: _____

- c. Provide the following information for each engineer and architect of this Other Design Firm who will be providing material design services for this PROJECT (*attach additional pages if necessary*):

Engineer/Architect	Discipline	License Number	Years in Practice

2. **Other Design Firm No. 2:**

a. Name of Other Design Firm: _____

b. Element of Design to be Performed: _____

Provide the following information for each engineer and architect of this Other Design Firm who will be providing material design services for this PROJECT (*attach additional pages if necessary*):

Engineer/ Architect	Discipline	License Number	Years in Practice

NOTE: Attach additional pages for additional Design Firms if necessary.

- End of Part II -

FORM 3 - ATTACHMENT 1: PROPOSER FORM

CERTIFICATION:

The undersigned is/are a legally authorized representative(s) of the DB Entity, and hereby declare that I am/ we are submitting this Statement of Qualifications; I am/we are duly authorized to sign this Proposal on behalf of the above-named firm; and I/we have read all the answers herein and know all of their contents and that all information set forth in this Proposal and all attachments hereto are, to the best of my/our knowledge, true, accurate and complete as of its submission date.

The undersigned certifies and declares under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration was executed in

_____ County, California, on _____,

(Date)

DB ENTITY SIGNATURE(S):

Note: the DB Entity shall be the entity that will execute the Design-Build Contract. No Proposals shall be accepted which has not been signed in ink in the appropriate space below:

1. If DB Entity is an **INDIVIDUAL**, sign here (*include a notarized affidavit attesting to the authenticity of said signature*):

Signature: _____ Date: _____

Typed Name and Title: _____

2. If DB Entity is a **PARTNERSHIP or JOINT VENTURE**, all general partners or members shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Partnership/JV Name (type or print) _____

Signature: _____ Date: _____

Member/Partner of the Partnership

Member/Partner's Typed Name and Title: _____

Signature: _____

Partner/Member of the Partnership

Date: _____

Member/Partner's Typed Name and Title: _____

Signature: _____ Date: _____

3. If DB Entity is a **CORPORATION**, the duly authorized officer (s) shall sign as follows: The undersigned certify that they are respectively:

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this Form by resolution (*attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization*) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said

CORPORATION:

Corporation Name (type or print) _____

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

4. If DB Entity is an **OTHER legal entity**, an authorized representative of the entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures):

Entity name _____

By: _____ Date: _____

Title: _____

5. If the DB Entity is a firm that has not yet been formed, all entities and other parties proposed to comprise such DB Entity shall sign here (include a notarized affidavit attesting to the authenticity of said signatures), the individual signatories making the certification described above on behalf of such entities/parties:

Proposed DB Entity Name (type or print) _____

Signature: _____ Date: _____

On Behalf of Proposed Member/Partner Name (type or print) Signatory for

Proposed Member/Partner's Typed Name and Title:

Signature: _____ Date: _____

On Behalf of Proposed Member/Partner Name (type or print) Signatory for

Proposed Member/Partner's Typed Name and Title:

- End of FORM 3 - Attachment

FORM 4
EXCEPTIONS TO THE EXEMPLAR

Proposer Firm Name _____

Name _____

Title _____

Signature _____

Date signed _____

☐ We take no exceptions to EXHIBIT B – EXEMPLAR STANDARD CONTRACT.

or

☐ We take exception(s) to EXHIBIT B – EXEMPLAR STANDARD CONTRACT outlined below:

FORM 5
INSURANCE ACKNOWLEDGEMENT

Proposer Firm Name _____

Name _____

Title _____

Signature _____

Date signed _____

- ☐ We acknowledge that we will provide proof of insurance according to Exhibit D Exemplar Insurance Requirements of the Request for Proposals if Proposer is one of the top ranked Proposers.

Form 6 Price Proposal

The Proposer shall provide its Rough Order of Magnitude Price Proposal for the items listed below, in accordance with Section 10 of this RFP. The Price Proposal below shall be inclusive of all labor, equipment, materials, management and supervision, professional and other management services associated with implementing the Design Build Work. The Price Proposal shall be based on the space and site requirements set forth in Exhibit A. The Price Proposal evaluation methodology is outlined in Section 10. The terms set forth herein are further defined and described in the Exhibit B Exemplar Standard Contract.

Design Build Rough Order of Magnitude Price \$ _____

Words: _____

(if any conflict between the Price figures and the words, the words govern)

Cost Breakdown as a Percentage of the DB Rough Order of Magnitude Price Above and reflect the deliverables identified in Form 6 - Cost Matrix.

- A. Profit and Overhead ⁽¹⁾ as a percentage of the Design Builder's cost of design and construction:
_____ %
- B. General Conditions ⁽²⁾ as a percentage of the Design Builders cost of design and construction valued at \$ _____ : _____ %
- C. Project Management/Construction Management ("PM/CM") ⁽³⁾ as a percentage of the Design Builder's Design and construction valued at \$ _____ : _____ %
- D. Design Fees as a percentage of the Design Builders cost of Construction: _____ %
- E. Contingency as a percentage of the Design Builders cost of design and construction:
_____ %
- F. Escalation as a percentage of the Design Builders cost of construction only: _____ %

Name of Proposer: _____

Name of Designated Signatory: _____

Signature: _____

Title: _____

Date: _____

NOTE: The above signed Price Proposal shall be accompanied by evidence of authority of the officer to sign for the Shortlisted Proposer.

Notes:

- (1) Overhead is Regional and Corporate offices General and Administrative cost but excludes Project Site office overhead.
- (2) General Conditions includes all Project Site overheads and all direct supervision. However, it excludes all PM/CM which represents the cost of all core management functions.
- (3) PM/CM core management cost that is excluded from General Conditions.

Form 6 - Cost Matrix	Profit & Overhead	General Conditions	Project Management & Construction Management	Design Fees	Cost of Work
A. Overhead and Profit					
Salaries	X				
Fringe Benefits	X				
Taxes	X				
Worker Compensation Insurance	X				
Fee/Profit	X				
B. Construction Management Services					
Project Superintendent(s)		X			
Assistant Superintendent(s)		X			
Corporate Officers					
Principal in Charge			X		
Project Executive			X		
Legal (Basic Services)			X		
Legal (Disputes with Owner)			X		
Project Manager		X			
Accounting		X			
Scheduling		X			
Purchasing		X			
Value Engineering			X		
Estimating			X		
Cost Engineers			X		
Safety Officer		X			
Secretarial	X				
Clerk-Typist	X				
Mechanical Coordinator		X			
Electrical Coordinator		X			
Project Engineer		X			
Scheduling Engineer			X		
Time Keeper/Checker	X				
Safety Engineer		X			
Offsite DB staff vehicles, phone, computer, software, etc. Cost allocated in accordance to hours charged to project and included in			X		
Company Vehicles, Leases, Vehicle Allowances, Cost of Operation, Maintenance, Repairs, Fuel or other charges.			X		

Mineta San Jose International Airport

C

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Form 6 - Cost Matrix	Profit & Overhead	General Conditions	Project Management & Construction Management	Design Fees	Cost of Work
Mileage reimbursement for DB staff for project related auto travel (for DB associates without an Auto Allowance or Company Vehicle)		X			
Off-site DB Travel Costs to and from site		X			
Off-site Staff Travel Costs for Inspection or Trade Expenses		X			
Field Engineering/Layout (including DB management thereof)		X			
C. Facilities Equipment and Services					
Office Trailer Rental		X			
Owner/AE Office Trailer		X			
Tools/Utility Trailer Rental		X			
Trailer Compound Maintenance, Ongoing Facility Costs, Security Systems, and other operating expenses		X			
Water/Ice - Worker/Field Personnel		X			
Power Expenses - Job		X			
Office Trailer Rental		X			
Temp. Toilets / Sewer Services		X			
Temp. Power/Water/Gas Utilities Usage (project/site related)		X			
Utility Company Back charges & User Fees		X			
Temp. Enclosures/ Partitions/ Protection/ Dry-in/ Winter Protection		X			
Labor, Material & Equipment for Temporary Heating/Cooling/Lighting		X			
Fuel for temporary heat		X			
Project Signs/Bulletin Boards		X			

Mineta San Jose International Airport

CPMS # 8963

Airport Rescue and Fire Fighting Facility (ARFF)

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Form 6 - Cost Matrix	Profit & Overhead	General Conditions	Project Management & Construction Management	Design Fees	Cost of Work
Telephone & Internet/Connectivity Expenses		X			
Temporary Roads		X			
Site Fence		X			
Dewatering Equipment		X			
Generators		X			
Miscellaneous Equipment		X			
Small Tools		X			
Trucks: Purchases, Leases, Cost of Operation, Maintenance, Repairs & Fuel		X			
D. Safety and Security					
Safety Equipment		X			
Safety Signage - directional, etc.		X			
First Aid Supplies		X			
Handrails and Toeboards		X			
Opening Protection		X			
Fire Extinguishers/Fire Watch		X			
Security Guard / Watchman		X			
Police Details		X			
Security Escorts		X			
Security Badging / Fees / Renewals		X			
Weekly Clean up		X			
Final Clean up		X			
Covered Walkways		X			
Temporary Doors/Hardware		X			
Hardware Room		X			
Barricades		X			
Safety Nets		X			
Debris Hauling/Rubbish Removal		X			
Traffic Control		X			
Dust Control & Street Sweeping		X			
Trash Chutes and Hoppers		X			
E. Reproduction and Printing					
Accounting Forms			X		
Field Reporting Forms			X		
Contract Agreements			X		
Schedule Report Form			X		
Estimating Forms			X		

Mineta San Jose International Airport

C

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Form 6 - Cost Matrix	Profit & Overhead	General Conditions	Project Management & Construction Management	Design Fees	Cost of Work
Cost Reporting Forms			X		
Presentation Charts & Graphics			X		
Value Analysis Studies			X		
Data Processing (In-House)			X		
Off-site Data Storage			X		
Office Equipment, Furniture and Office Supplies			X		
Computers, Software, and Associated Licensing, Upgrades, Renewals and Maintenance			X		
Reference Materials			X		
Duplication Expense (i.e. Copiers and associated maintenance and supplies, other miscellaneous expenses.)			X		
Bidding Documents & Printing			X		
Shop Drawing Printing			X		
Maintenance Manuals			X		
Operations Manuals			X		
Special Forms			X		
Postage and Delivery Expenses			X		
F. Vertical Hoisting Description					
Crane Rental		X			
Crane Operators		X			
Crane Fuel/Power/Maintenance		X			
Crane Erection & Dismantle		X			
G. Quality Control					
Warranty Inspection Coordination			X		
Testing & Inspections - QC			X		
Testing & Inspections - QA			X		
Air & Water Balancing			X		
Commissioning - Specifications			X		
Commissioning - Third Party			X		
Commissioning - Enhanced / LEED			X		
Commissioning Support			X		
Operations Manuals			X		
As-built drawings, including DB management thereof			X		

Mineta San Jose International Airport

CPMS # 8963

Airport Rescue and Fire Fighting Facility (ARFF)

DRAFT--Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

Form 6 - Cost Matrix	Profit & Overhead	General Conditions	Project Management & Construction Management	Design Fees	Cost of Work
Monthly Project Photographs (Aerials)			X		
Documentation			X		
H. Permits & Special Fees					
Storage Yard Rental		X			
Parking Lot Fees/Busing Office		X			
Parking Lot Fees/Busing Trade		X			
Building Permits		X			
Site Permits		X			
Plan Check Fees		X			
Impact Fees		X			
Utility Connection Fees		X			
Tap Fees		X			
Contractors Licenses		X			
I. Insurance & Bonds					
Builders Risk Insurance	X				
General Liability	X				
Completed Operations Liability	X				
Equipment Floater Insurance	X				
Difference in Conditions Insurance	X				
Workman's Compensation	X				
FICA Insurance	X				
Federal Unemployment	X				
State Unemployment	X				
Payment Bond	X				
Performance Bond	X				
J. Design Services					
Surveying Services				X	
Architectural Design Services				X	
Partnering and Stakeholder Engagement Services				X	
Engineering Design Services (All Disciplines)				X	
Geotechnical Design Services					X
Soil Quality Analysis/Services				X	
Site and Utility Analysis/Services				X	
Other required design services				X	

Form 6 - Cost Matrix	Profit & Overhead	General Conditions	Project Management & Construction Management	Design Fees	Cost of Work
Construction					
Administration/Observation Services				X	
Project Closeout Services				X	
K. Other Costs					
Construction Equipment					X
Construction Labor					X
Construction Materials					X
Any direct cost Reimbursable Expense not specifically listed as General Conditions		X			
Any General Conditions or Construction Requirement direct cost deemed necessary by DB and approved by Owner		X			
Gross Receipts Tax	X				
DB Corporate Office	X				
DB Profit/Margins	X				

Form 7
RFP Checklist

Due Date: **October 11, 2018**

Label: David French
 CIP Procurement Manager
 City of San Jose
 CPMS 8963 Aircraft Rescue and Fire Fighting Facility

Envelope 1 – Required Forms

Received

Form 1	DBE Statement.....	<input type="checkbox"/>
Certification Form	Certification.....	<input type="checkbox"/>
Form 2	Minimum Qualifications	<input type="checkbox"/>
Form 3	Proposer Questionnaire.....	<input type="checkbox"/>
	Joint Venture Agreement (if applicable).....	<input type="checkbox"/>
Form 4	Exceptions to Exhibit B Exemplar Standard Contract.....	<input type="checkbox"/>
Form 5	Insurance Acknowledgement.....	<input type="checkbox"/>
Form 8	Tax Delinquency and Felony Convictions Certification.....	<input type="checkbox"/>
Form 9	Report for Labor Peace.....	<input type="checkbox"/>
	Electronic Submission - One USB Drive of entire submittal.....	<input type="checkbox"/>

Envelope 2 - Technical Proposal

Tab A	Cover Letter.....	<input type="checkbox"/>
Tab B	Experience and Qualifications.....	<input type="checkbox"/>
Tab C	Project Team (Individuals).....	<input type="checkbox"/>
Tab D	Subcontractors.....	<input type="checkbox"/>
Tab E	Project Approach.....	<input type="checkbox"/>
Tab F	Design Narrative.....	<input type="checkbox"/>
Tab G	Design Renderings.....	<input type="checkbox"/>
Tab H	Scheduling and Phasing.....	<input type="checkbox"/>
Tab I	Safety and Security Approach.....	<input type="checkbox"/>

FORM 8 – TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATION

For purposes of this Form 8 only, “applicant” means “proposer”.

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Form 9

Labor Peace Assurances And Employee Work Environment Report

I, _____, an authorized representative of _____, _____
(name of Airport Business)

attach a copy of the following existing or planned programs that demonstrate a good work environment that prevents the disruption in services due to disputes with employees.

_____ Copy of Company Employee Handbook that includes information such as: terms of employment; performance appraisals; employee responsibilities; non-discrimination and anti-harassment policy; complaint resolution procedures; working hours and conditions; breaks; assignment of responsibilities; general rules of conduct; prohibited activities; disciplinary procedure; leaves of absence; drug and alcohol use; appearance, grooming and uniform policy; health and safety.

_____ Joint Labor-Management Committee

_____ Collective Bargaining Agreement

_____ Labor Neutrality Provision

_____ Card Check Provision

_____ Any other information, plan, benefits or programs undertaken by Airport Business to attract and retain qualified employees and assist in providing uninterrupted service through the Airport Business's workplace conditions and practices.

The above listed benefits and complaint procedure(s) will be maintained during the period of time work is performed at the Norman Y. Mineta San José International Airport. It is the intent of _____
_____ to ensure that essential services and labor for

(name of Airport Business)
which it has been contracted will be provided efficiently and without interruption.

Signature

Title

Name of Airport Business

Date

EMPLOYEE BASIC BENEFITS

1. Indicate the basic benefits your workers receive.

Years of Service	# of Vacation Days	# of Sick Days	# of Personal Days
After 1 year			
After 5 years			
After 10 years			

Other: (Explain.)

--

Indicate the paid holidays your workers receive by placing check mark to the left of each.

<input type="checkbox"/>	New Year's Day	<input type="checkbox"/>	Independence Day	<input type="checkbox"/>	Christmas
<input type="checkbox"/>	Martin Luther King Jr. Day	<input type="checkbox"/>	Labor Day	<input type="checkbox"/>	Floating Holiday
<input type="checkbox"/>	Washington's Birthday	<input type="checkbox"/>	Veterans' Day	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Memorial Day	<input type="checkbox"/>	Thanksgiving Day	<input type="checkbox"/>	Other:

2. Do you allow for unpaid leave? ☐ Yes, please briefly explain policy.
☐ No

COMPLIANCE WITH STATE AND FEDERAL WORKPLACE STANDARDS

Have any of the following State or Federal Regulatory agencies obtained final orders or final judgments finding a violation by your company of State or Federal law relating to the treatment of your employees?

1. California Department of Fair Employment and Housing (DFEH).

___ **NO**, our company has not had any final judgment or administrative order.

___ **YES**, our company has had final judgment(s) or administrative order(s).

Date of entry of final judgment or order: _____

Agency that obtained the order: _____

___ Attach a description of the nature of violation.

2. California Department of Industrial Relations (Cal OSHA).

___ **NO**, our company has not had any final judgment(s) or administrative order(s)

___ **YES**, our company has had final judgment(s) or administrative order(s).

Date of entry of final judgment or order: _____

Agency that obtained the order: _____

___ Attach a description of the nature of violation.

3. California Department of Industrial Relations (Minimum Wage, hours or working conditions) Labor Board

___ **NO**, our company has not had any final judgment(s) or administrative order(s).

___ **YES**, our company has had final judgment(s) or administrative order(s).

Date of entry of final judgment or order: _____

Agency that obtained the order: _____

___ Attach a description of the nature of violation.