

DEFINITIEF
1 december 2022
Pauline Bos

Market consultation report Utility projects Portfolio 2030

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1 Introduction

Schiphol has scheduled a variety of major construction and maintenance projects for the years ahead, in particular:

- Terminal and baggage basement
- Piers
- Departure lounges

1.1 Purpose of the market consultation

Before preparing potential tender procedures for these utility projects, Schiphol Nederland BV (SNBV) is seeking input from market parties. The purpose of the market consultation is to gather information that will assist in determining the best purchasing strategy, aid further decision-making concerning potential tendering packages and the specific details thereof, and help define our approach to the project. We are seeking information that focuses on feedback, the feasibility of the portfolio, contractual conditions, degree of interest and what it might be dependent on, and relations with the Schiphol environment. The market consultation is written for private parties, including construction and installation companies, both at home and abroad.

We invite all parties to help us consider how new contracts can be 'inserted into the current market'. More specifically, this market consultation aims to:

1. Test whether there are national and international market parties who are interested in such projects relating to the construction of terminals, the baggage basement, piers and departure lounges.
2. Acquire generic insight into the considerations of market parties who might or might not tender for contracts with Schiphol.
3. Acquire specific insight into the interests of market parties regarding the projects, such as a possible South Terminal, South Baggage basement, Pier C and Departure Lounges 3 and 4. By means of this market consultation, SNBV would like to create a 'card file' of parties that can be consulted – either in writing or orally – for the specific type of projects scheduled.

SNBV would like to emphasise that this market consultation is not part of the actual tendering procedure.

1.2 Schedule

The schedule for the market consultation will proceed as follows:

Activity	Date
Publication of market consultation	15 August 2022
Final deadline for submitting a response	9 September 2022
Oral consultations	19 September through 7 October 2022
Report for market parties	November 2022

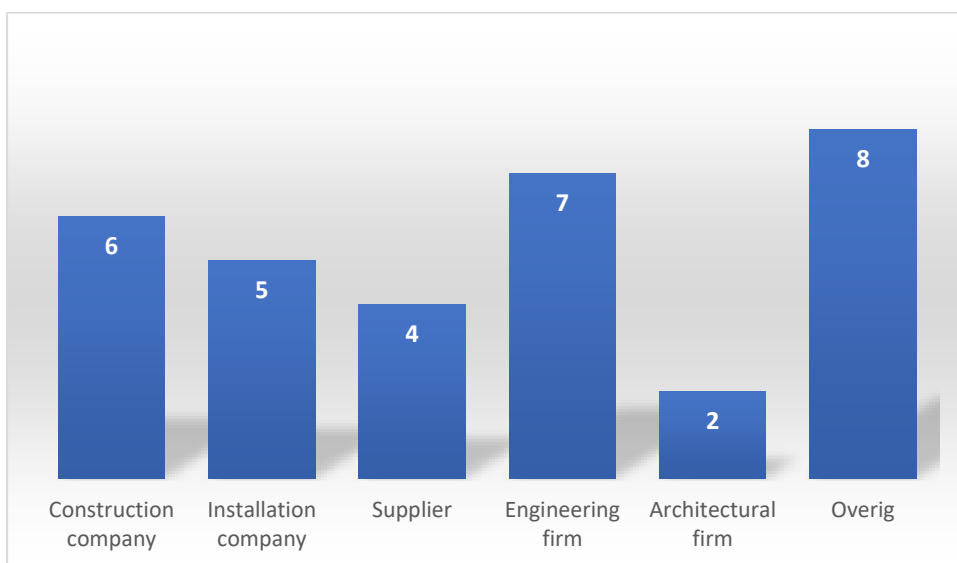
2 Results

2.1 General questions

After publication on TenderNed and TED, 32 parties returned substantive responses. Where possible, the tables in this report are based on the number of responses. This report does not contain a verbatim presentation of all answers given, but it provides an abstracted summary of them.

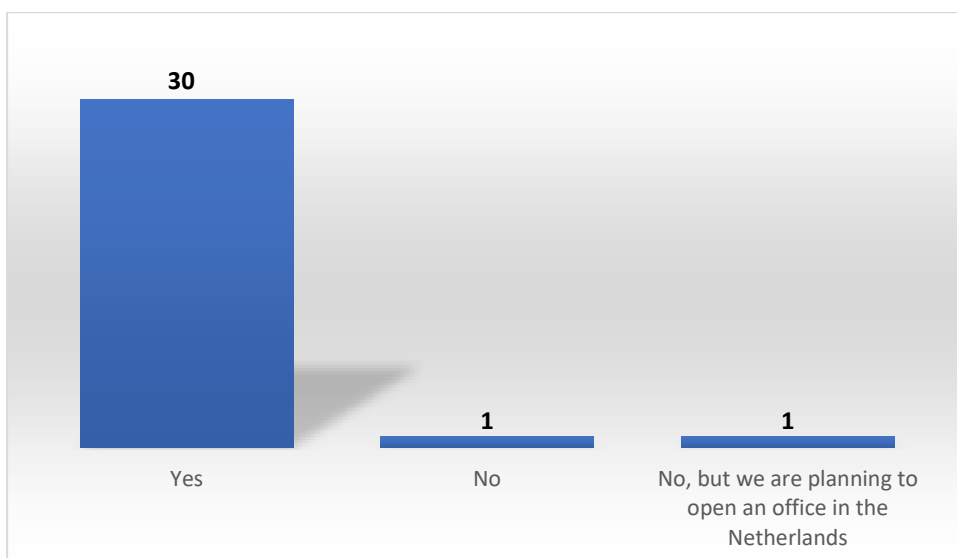
For the sake of transparency, a list of parties is included as an appendix to this report (Appendix A).

1. Which kinds of parties responded?



The column labelled 'Other' consists of combinations of construction and installation companies or construction and engineering firms and consultancies.

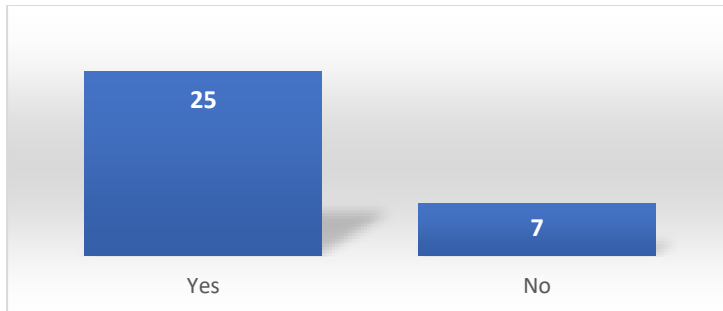
2. Do you have an office in the Netherlands?



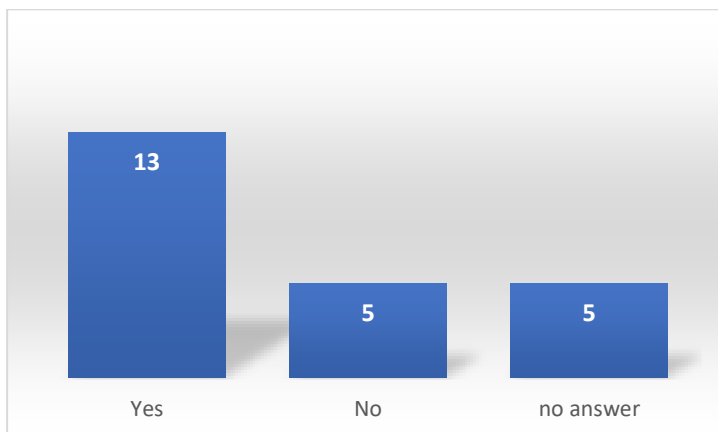
3. Do you have experience working at an operational airport?

Yes, all parties have experience working at an operational airport and included a list of projects as an appendix.

4. Have you worked for Schiphol in the past 10 years?



5. Did you experience any setbacks during the earlier projects at Schiphol?



Most of the setbacks mentioned were related to the number of technical (or other) requirements and rules set by Schiphol, the risk allocation between Schiphol and the market, insufficient visibility of contextual factors important for the work, the number of changes during the execution of the work, overly ambitious planning and communication between the various parties.

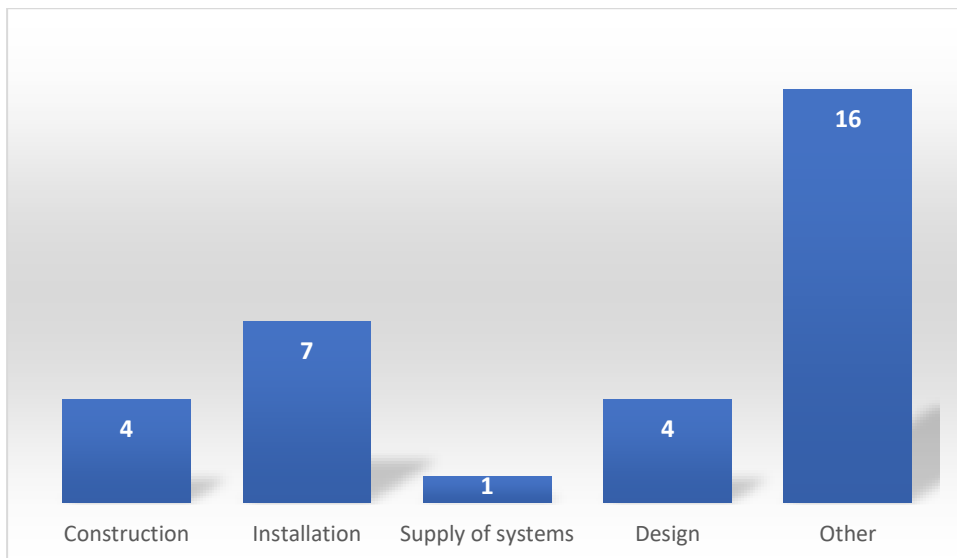
6. What kind of considerations come to mind when thinking of whether to tender for contracts with Schiphol?

There are many considerations for whether or not to participate in a tender by Schiphol. The following is a list of the most commonly mentioned aspects:

- Risk allocation
- Type of contract and contract conditions
- Project schedule
- Design quality
- Schiphol's requirement specification in relation to standard products
- Design responsibility and involvement in design

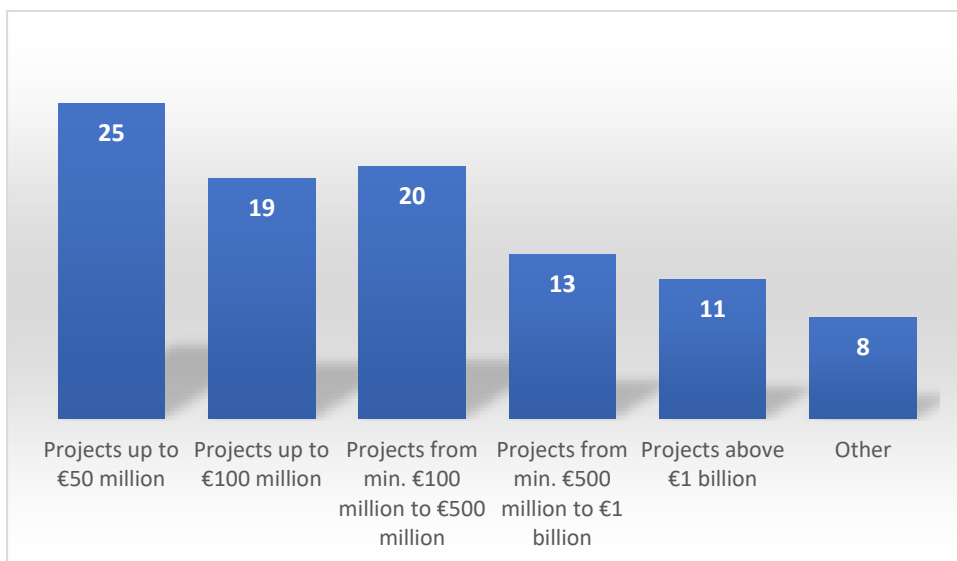
- Information on the current situation
- Staff availability in a challenging labour market
- Tender costs in relation to competitive landscape
- Award criteria
- Restrictions on innovative construction methods (e.g. modular installations)
- Complex reference requirements
- Location (air or land side)
- Developments in construction costs

7. What kind of projects are you interested in?



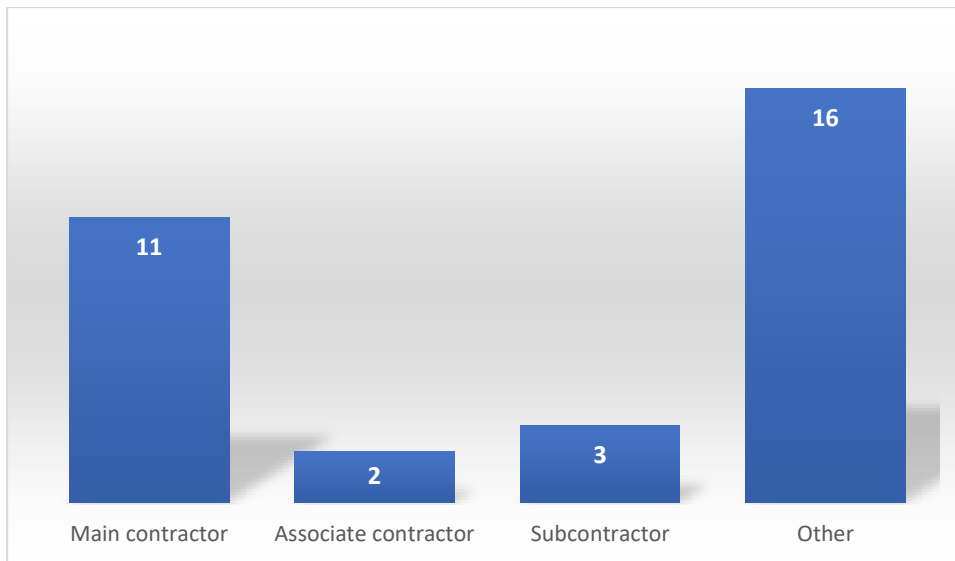
The column labelled 'Other' primarily contains statements of preference for integrated projects (combination of design, installation or construction) or projects involving advice and consultancy.

8. What kind of projects interest you in terms of scope?



The answer to this question is strongly dependent on the nature of the company. Some parties are interested in all projects, as they are responsible for only a small part (e.g. design).

9. Would you participate as main contractor, associate contractor or subcontractor?



Many parties (16) indicated that this depends on the type of project.

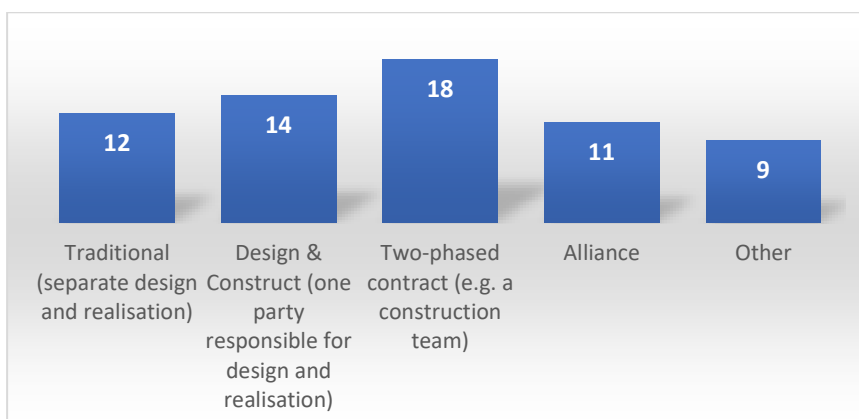
10. What can Schiphol do to make it attractive to you to tender for contracts?

The respondents made many suggestions for making the tenders more attractive. They largely involve notifying the market earlier of when tenders will enter the market, the availability of more and clear tender documents at the start of the tendering process, a more predictable turnaround time for the tendering process, encouraging dialogue and achieving the proper balance between the efforts of the tendering phase and the possible revenues, a more balanced risk allocation, fewer additional contractual conditions on jointly agreed industry conditions, and a clear risk profile for the contract.

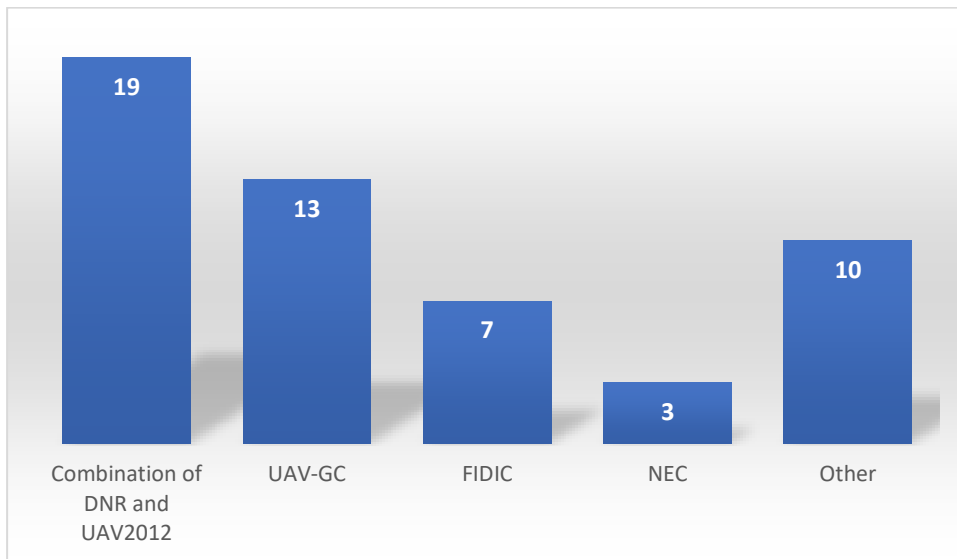
11. What can Schiphol additionally do or what extra measures can Schiphol take to make it attractive to work at Schiphol?

The respondents also made many suggestions for making it more attractive to work at Schiphol. Examples include: Labelling projects as landside projects whenever possible, thus avoiding the complexities of airside, reducing night work, selecting fewer than five parties, publishing a tender calendar regularly, providing a higher tender cost allowance and engaging the market earlier.

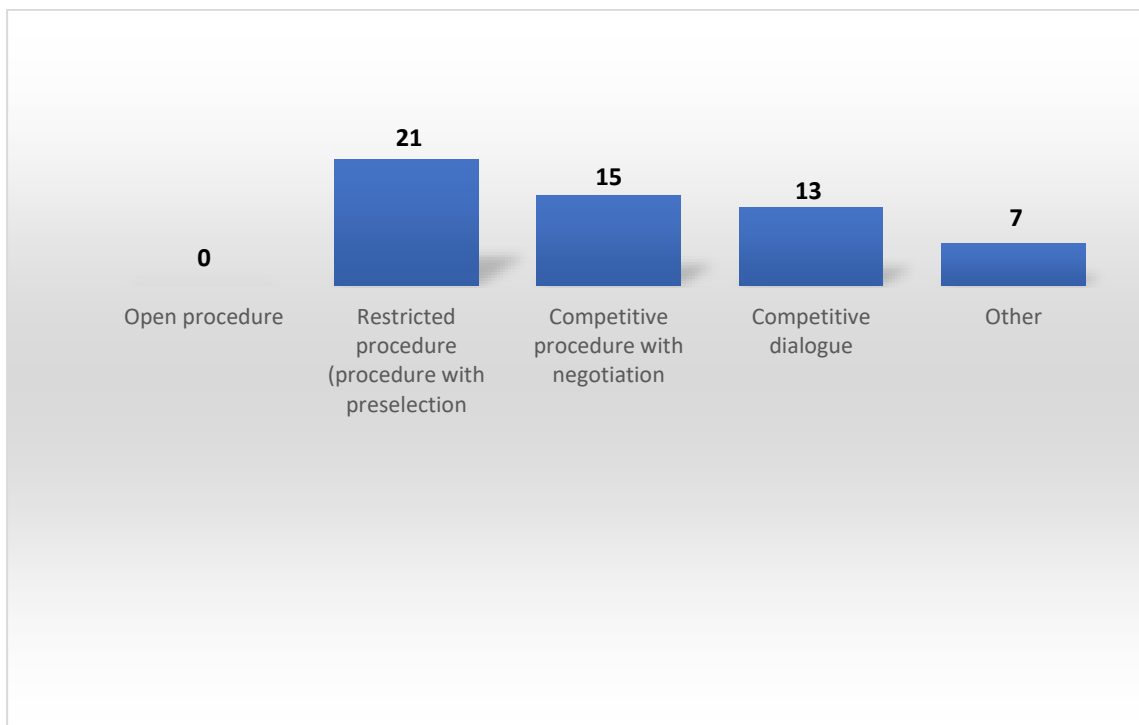
12. Which type of contract do you prefer?



13. Which conditions do you prefer?



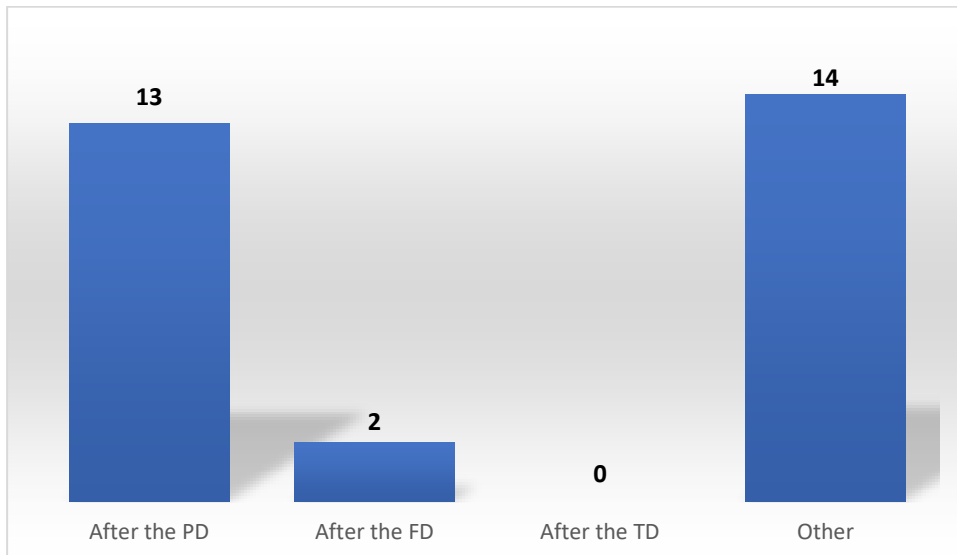
14. Which type of tender procedure do you prefer?



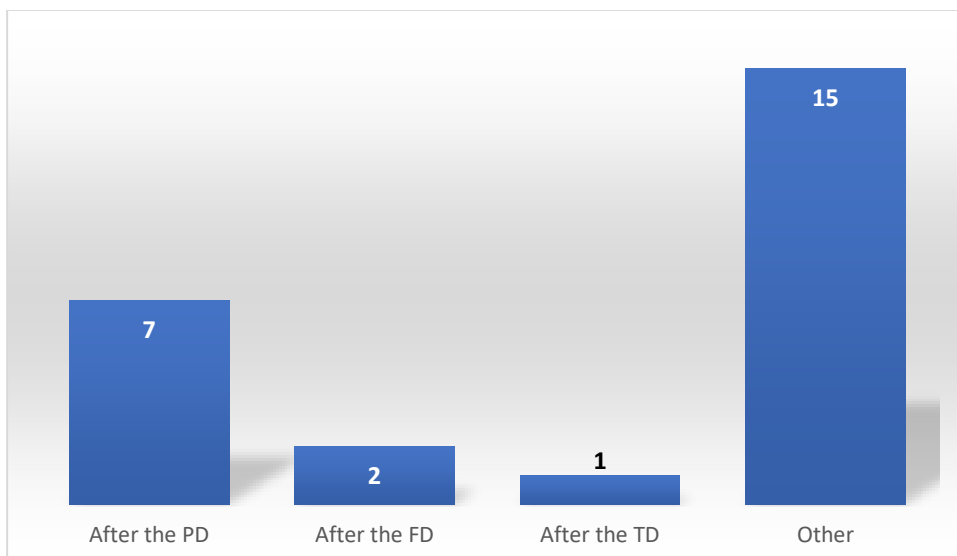
2.2 South Terminal Project

30 parties expressed interest in the project.

When do market players want to be involved in the project?



At which stage would you like to take over coordination (incl. BIM) and design responsibilities?



Answers to the question of which building methods ought to be possible and would lead to less disruption to operations and/or shorter construction times included the following:

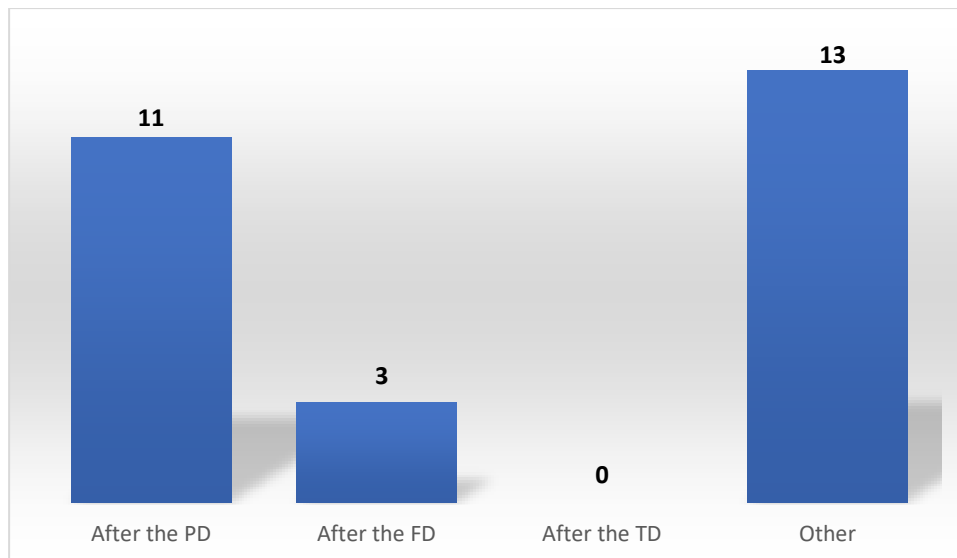
- Prefabrication of installations (or parts thereof) in a factory
- Prefabrication of building components at another site and/or in the vicinity of Schiphol
- Less fabrication on airside
- Consider prefabrication as early as the design stage
- Standardisation of installations

2.3 Pier C Project

30 parties expressed interest in the replacement and/or renovation of Pier C.

Most parties considered the draft phasing and draft schedule realistic and feasible.

When would market players like to be involved in the project and take over the coordination (including BIM) and design responsibilities?



Answers to the question of which building methods ought to be possible and would lead to less disruption to operations and/or shorter construction times included the following:

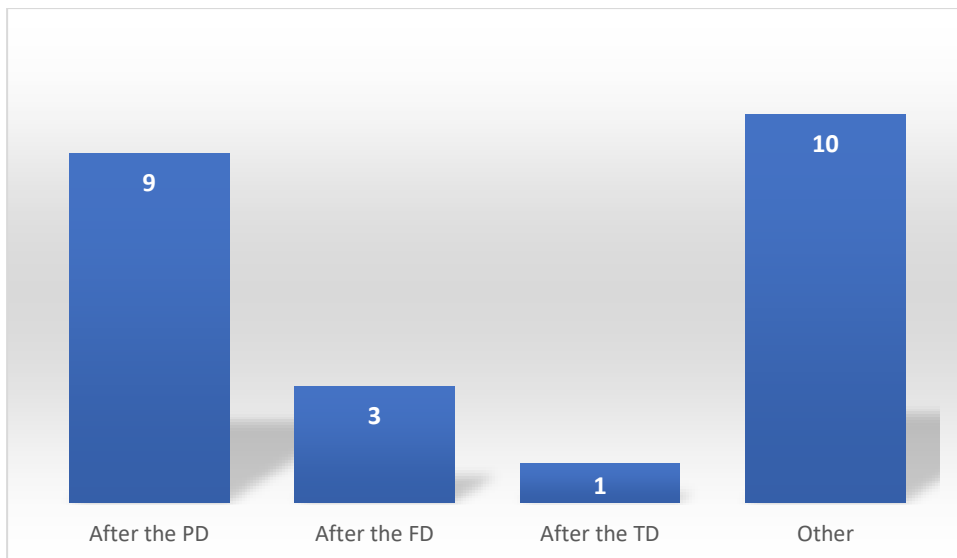
- Prefabrication of installations (or parts thereof) in a factory
- Prefabrication of building components at another site and/or in the vicinity of Schiphol
- Less fabrication on airside
- Consider prefabrication as early as the design stage
- Standardisation of installations

2.4 Departure Lounge 3/4 Project

27 parties expressed interest in the renovation of Departure Lounges 3/4.

Nearly all parties considered the draft phasing realistic and feasible.

When would market players like to be involved in the project and take over the coordination (including BIM) and design responsibilities?



Answers to the question of which building methods ought to be possible and would lead to less disruption to operations and/or shorter construction times included the following:

- Prefabrication of installations (or parts thereof) in a factory
- Prefabrication of building components at another site and/or in the vicinity of Schiphol
- Less fabrication on airside
- Consider prefabrication as early as the design stage
- Standardisation of installations

2.5 Topics

Schiphol has held previous market consultations that revealed certain recurring issues that we would like to take into account going forward. We asked for opinions on the following topics:

1. Risk allocation
2. Liability
3. Securities
4. Permits/Licences
5. Burden of proof
6. Requirements
7. Support
8. Schedule
9. Changes
10. Delays

29 parties were willing to tell us their opinions on these topics.

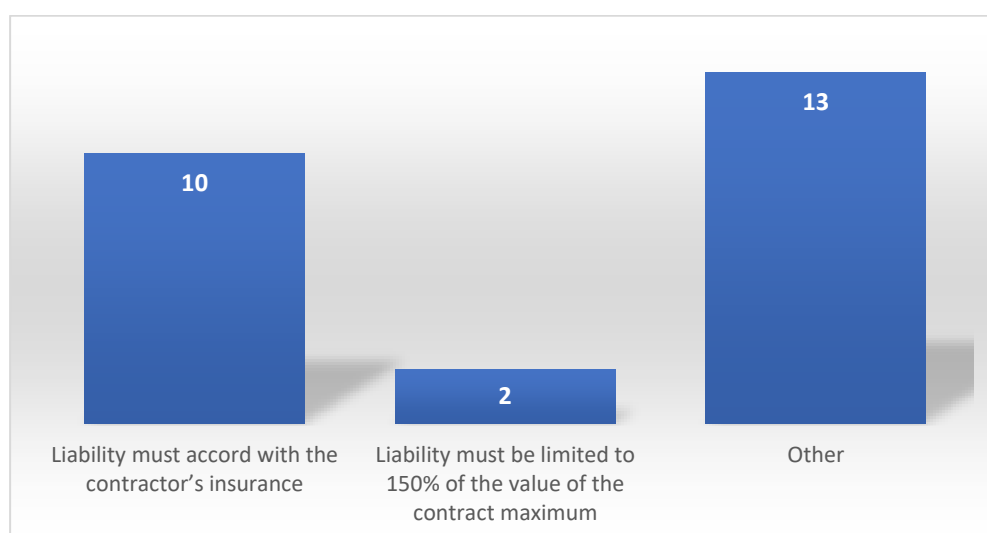
Topic 1: Risk allocation

Risk allocation between Schiphol and its Contractors should be balanced. Which risks should Contractors be able to assume, and which risks should Schiphol assume?

In this regard, the parties primarily indicated risks are being shifted to the market more than is common in the industry. Contractors can assume risks only for those components that contractors are also able to influence/direct themselves. Risks that cannot be assumed by a Contractor include: soil/water quality, design assumptions, coordination and/or additional phasing by the Schiphol organisation.

Topic 2: Liability: What is reasonable?

The level of liability must be proportionate to the value of the contract, but also proportionate to potential damage that could be suffered in the case of attributable faults. What is a reasonable arrangement for liability?



The parties who selected 'Other' indicated that liability should be proportionate to the value of the contract.

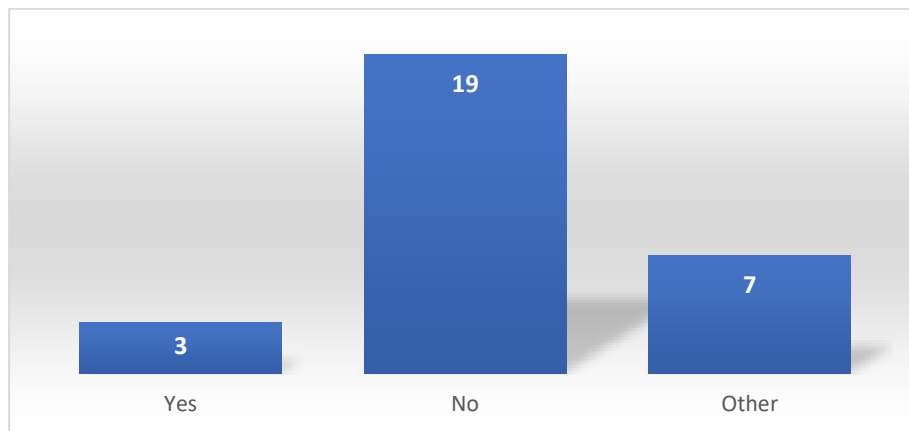
Topic 3: Securities

Schiphol requires a minimum immediately due and payable guarantee of 5%. What would you consider a proportionate financial security (bank guarantee or the like) for the Principal to demand from the Contractor?

Most parties could agree to 5% security, but double securities should be avoided.

Topic 4: Permits/Licences

Schiphol wishes to assign result obligations for permits/licences to market parties; is this possible for all permits?



For which permits/licences would it be possible to assign result obligations for permits to market parties?

Only 3 parties indicated that it would be possible to assign all permits/licences to the market. The vast majority of parties indicated that the market could specify result obligations only for permits/licences that are entirely within the Contractor's sphere of influence.

Topic 5: Burden of proof

In the case of damage, an investigation is necessary to determine who holds responsibility for the damage. Schiphol assigns the burden of proof to the Contractor in the case of a shortcoming. The Contractor must then be able to investigate the damage (e.g. access to the site, documentation, method of use) after delivery.

The market indicates that damages must be proved by the party claiming compensation.

Topic 6: Requirements

Schiphol works with a great many standards and requirements, including technical requirements. These sometimes conflict with the Contractor's technical and other requirements and standards. What kind of pathways to solutions do you see to avoid this kind of conflict?

The parties indicated that market consultations like this one allow market parties the opportunity to provide clear input on the various solutions available. In addition, separate sessions can be scheduled with market parties to discuss together the feasibility of the requirement specifications. The early involvement of executing parties can also prevent conflicting requirements.

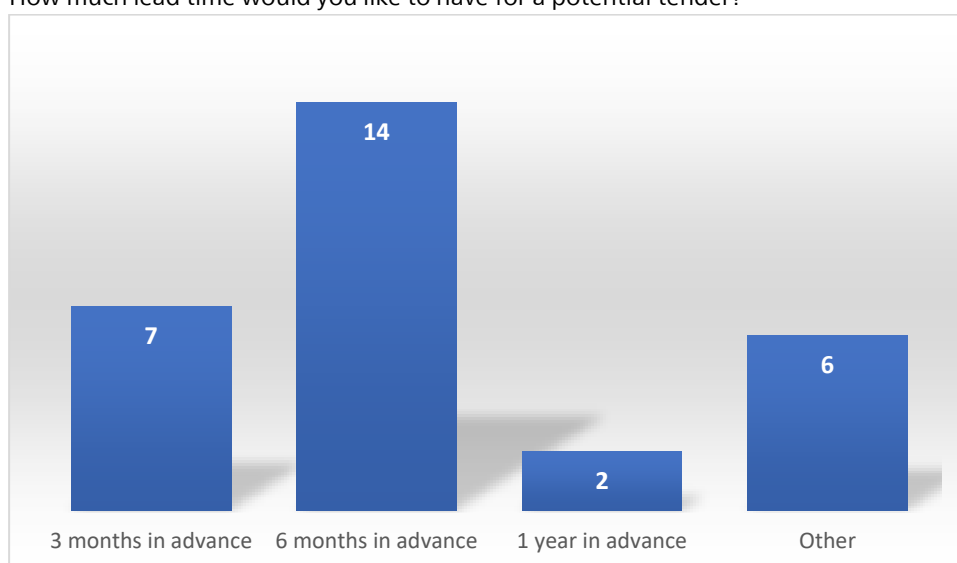
Topic 7: Support

Those who have worked with Schiphol describe the experience as complex, due to the many rules and procedures. What could Schiphol do to streamline work at the airport, and/or lower the threshold for working at Schiphol?

One of the responses was that it would help enormously if, when asked, attention were to be paid to the volume of Schiphol Regulations, perhaps explaining them through a number of presentations. This would provide parties with a better picture and allow them to ask questions for clarification, as needed. In addition, not all rules and procedures should be declared generically applicable to every situation, and could be adapted more to the site where work is carried out. This would provide parties with a better picture and allow them to ask questions for clarification, as needed. The use of some kind of 'environment manager' and/or Schiphol 'help desk' was also suggested.

Topic 8: Schedule

How much lead time would you like to have for a potential tender?



Topic 9: Changes

Until what stage should the Principal be permitted to make substantial changes to the scope of work? What impact would interim changes have?

Amongst other responses, parties indicated that this is strongly dependent on the timing of implementation within the project. Ideally, changes should be minimised during a design/engineering process. The later in the design and/or realisation phase a change is made, the greater the impact of the change will be in the organisation, schedule and budget of the project. The later the change, the higher the cost.

Topic 10: Delays

Delays may occur on the part of both the Principal and the Contractor. What kind of fines and/or compensation for damages should be associated with such delays? For the Principal? For the Contractor?

The parties largely indicated that this depends on the delay and its consequences. It is therefore difficult to provide a general answer here.

Appendix A List of parties

Croonwolver&dros B.V.	Rotterdam
OTIS Nederland	Utrecht
Schindler Liften B.V.	Verheeskade 4, The Hague
Honeywell BV, a part of Honeywell Inc., based in Charlotte, NC, USA.	Stationsplein Zuid-West 961, 1117 CE Schiphol, Nederland,
Unica Installatietechniek B.V.	Hoevelaken and Amsterdam
Fluor Infrastructure B.V.	Address: 6700 Las Colinas Blvd Irving, TX 75039 USA
EGM Architects B.V.	Dordrecht
Hoefnagels Fire Safety Products B.V.	Zevenheuvelenweg 50 5048 AN Tilburg, the Netherlands
EQUANS Nederland	Bunnik, regional offices in Zaandam, Roden and Oisterwijk
Visser & Smit Bouw B.V. (previously VolkerWessels Bouw Schiphol)	Schiphol-Rijk Tupolevlaan 97 1119 PM Schiphol-Rijk
TTM Benelux B.V.	TTM Energiprodukt AB, Kalmar Sweden
Heijmans Utiliteit B.V.	Rosmalen
Halmos Adviseurs	The Hague
BAUER Funderingstechniek B.V., the Dutch subsidiary of BAUER Spezialtiefbau GmbH	Schrobenhausen, Germany
InControl Enterprise Dynamics	Woerden, the Netherlands
TWS Partners AG	Munich, Germany
Dura Vermeer NV	Airportplein 21, 3045 AP Rotterdam
Kone B.V.	The Hague, Rijn 10
FCC Construcción SA	Madrid, Spain
WSP Nederland B.V.	WSP Nederland B.V, Tramsingel 2, 4814 AB Breda
The GSA Group	Hendrik Walaardt Sacréstraat 437, 1117 BM Schiphol (Caravelle Building)
MVRO, Makers of Retail Environments	's Hertogenbosch
ARUP	London
Arcadis	Amsterdam
SPIE Nederland - Building Solutions (previously Strukton Worksphere)	Breda Huifakkerstraat 15 4815 PN Breda

AECOM	London (Europe HQ). AECOM's activities in the Netherlands are organised as a business unit with a head office located in The Hague.
UNStudio	Amsterdam
BAM Construction and Technology	Bunnik, the Netherlands
AYESA INGENIERÍA Y ARQUITECTURA S.A.U	Spain
Bouygues Construction	1 Avenue Eugène Freyssinet, 78280 Guyancourt, France (Paris area)
INECO, Ingeniería y Economía del Transporte SME MP SA	Madrid (Spain)
Valstar Simonis	The Hague

