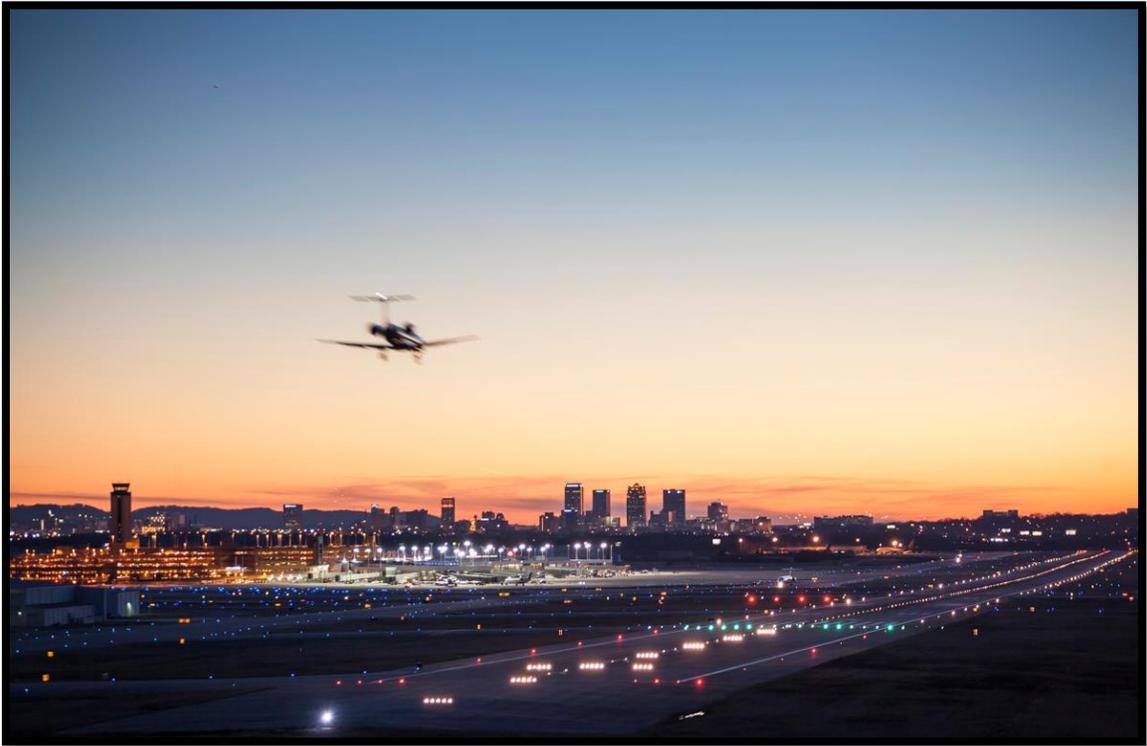


**Request for Qualifications (RFQ)
Professional Services for CCTV Construction Administration**



**Birmingham Airport Authority
Proposals Due April 13, 2026**

I. Introduction

A. Project Description

The Birmingham Airport Authority (BAA) is soliciting Statements of Qualifications (SOQ) and Project Proposals from qualified firms (firms) to perform Construction Administration for CCTV Installation at Birmingham-Shuttlesworth International Airport (BHM).

The selected firm shall be obligated to perform the necessary work from completion of construction and the closeout process for the project.

Airport Background

BHM is a small hub commercial service airport serving the City of Birmingham and central Alabama region. The Airport served approximately 105,000 total annual operations in 2019 including approximately 54,000 air carrier and air taxi operations.

BHM has two intersecting airline transport category runways: Runway 6/24 and Runway 18/36. Runway 6/24, constructed in the 1950's and extended most recently in 2007 to a total length of 12,007 feet, is the primary runway. Runway 18/36 is the crosswind or secondary runway, with a total length of 7,100 feet.

II. Scope of Services

A. Goals

To enter into a contract with the most qualified firm for CCTV Installation Construction Administration.

B. Background

In January of 2023 the Birmingham Airport Authority contracted The JW Group to provide security planning, design and consulting services. The JW Group developed design construction documentation. Because of the cost, the project was broken down into three phases. Phase one has been completed, and Phase 2 drawing have been completed. There will be third and final phase in 2027. BHM is looking for Construction Administration for the second and third phase of the project. Phase 2 drawings are available to review upon signing a Non-Disclose Agreement with BHM.

C. Anticipated Project Elements

Task 1 Review of Drawings

The selected firm shall review Phase 2 and Phase 3 drawings to become familiar with the project requirements, goals and expectations. Recommendations to adjust or change plans and specifications shall be considered.

Task 2 Bidding and Negotiation Phase:

Prepare RFP, assist with advertisement, administering and attending pre-bid conference, analyzing bid results, negotiation for services, furnishing recommendations for award, and preparation of contract documents.

Task 3 Construction Management Plan

The Consultant will define a Construction Management Plan (CMP)

The CMP shall include at a minimum:

- Roles and responsibilities of all individuals involved in the project
- Roles and responsibilities of all organizations involved in the project
- Identify who has authority to take necessary compliance actions on the project.

Task 4 Pre-Construction Conference

The Consultant Project Manager will attend and conduct one pre-construction conference at the Airport to review applicable project requirements with the Contractor, Airport Management and Operations, Terminal Program Manager, and any other relevant stakeholders. The Consultant will prepare an agenda prior to the pre-construction conference and prepare meeting minutes for distribution to attendees.

Task 5 Weekly Construction Progress Meetings

The Consultant's Project Manager will attend and lead weekly construction meetings during the construction period. The scope of these meetings will include at a minimum: project schedule status, contract days expended, outstanding submittals, outstanding RFI's, submittals needed based on lead times, safety and security, project progress since the last meeting, and a two-week look-ahead for upcoming work. The Consultant will prepare an agenda and meeting minutes for each progress meeting. The meeting minutes for each progress meeting will be reviewed and updated or approved in the subsequent project progress meeting. Weekly construction progress meetings should continue throughout the construction phase, until Final Completion is reached.

Task 6 Submittal Review

The Consultant will review and approve or take other appropriate actions upon the shop drawings, samples, and other submissions furnished by the contractor and submitted to the Consultant. The Consultant will maintain a log of contractor submittals which will include the submittal date, the action taken, and the date returned. It is anticipated that there will be approximately 30 submittals reviewed and responded to by the Consultant during the execution of the project.

Task 7 Change Orders

The Consultant will prepare routine change orders, as required, act as interpreter of the terms and conditions of the contract documents and judge of the performance thereunder by the parties thereto and make decisions on claims of

BAA and Contractor relating to the execution and progress of the work and other matters and questions related thereto.

The Consultant shall verify and provide guidance on submitted Potential Change Order (PCO) documents, including back-up documentation, material quotes, and other related documents, to verify compliance with project goals and specifications.

Once the PCO is agreed upon by all parties, the Consultant shall prepare a Change Order package and circulate it for signatures by the required parties.

Task 8 Clarifications

The Consultant will provide design clarification and recommendations to assist the Airport in resolving field issues relating to construction. The Consultant will evaluate contractors change and cost proposals, and substitutions and recommend to BAA to either approve or disapprove of the contractor's proposal or substitution.

Task 9 RFI Review and Response

The Consultant will review and approve or take other appropriate action upon Request for Information (RFI's) and maintain a log of RFI's and their responses. All RFI records are to be maintained and provided to the BAA as they come up through the construction phase.

Task 10 Contractor Pay Request

The Consultant will review contractor applications for payment and supporting data, review the amount owed to the contractor and recommend approval in writing of contractor payment applications.

Task 11 Periodic Site Visits

The Consultant's Project Manager will make periodic construction site visits for the duration of the project construction. The site visits shall be conducted approximately once every fourteen (14) calendar days. On these site visits, the Consultant will observe and familiarize themselves generally with the progress and quality of the work and determine if the work is generally proceeding in accordance with the contract documents and the contractor's construction schedule. The Consultant will make periodic written reports of their observations made during these site visits. The Consultant will provide immediate verbal notification to the Airport's authorized representative(s) if any deviation from the contract documents or the contractor's construction schedule is observed by or brought to the attention of the Consultant. The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or subcontractor's employees,

or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents.

Task 12 Substantial Completion Inspection

The Consultant will perform, together with the Airport's authorized representative(s), an inspection of the project after the Contractor has substantially completed work on the project, and prior to acceptance of work and/or opening to traffic. The Consultant will provide written documentation of any items of work found to be out of compliance with the contract documents or uncompleted from the substantial completion punch-list. The Consultant will perform, together with the Airport's authorized representative(s), a final acceptance inspection after punch-list work has been completed.

Task 13 Record Drawings

The Consultant will prepare reproducible drawings and "record drawings", which will become the property of BAA, corrected to show significant changes made in the work during the construction of the project. Such corrections will be based upon "as-built" prints, drawings, field sketches and other data furnished to the Consultant by BAA and the Contractor, and upon change orders issued during construction.

Task 14 Project Closeout Package

The Consultant will provide a closeout package to the BAA to provide adequate project documentation and assist with closeout. The project closeout package will include, at a minimum: record drawings, Certificate of Substantial Completion, Certificate of Final Completion, required material warranties, a record of approved material submittals, a record of RFI's and RFI responses, copies of approved change orders, copies of approved pay applications, and a letter from the Consultant stating that the work has been completed in accordance with the design documents to the best of his/her knowledge.

Task 15 Project Management

The Consultant will make monthly progress reports to BAA during the entire duration of the project and coordinate with stakeholders as needed. The Consultant will manage the project in a professional manner and will assign qualified individuals or subconsultants to the project. The monthly progress reports will include a written description of each task identified within the contracted scope of services as of the date of the progress report. The progress reports will also include a monthly invoice for professional services.

DELIVERABLES

The Consultant will provide the following deliverables at project completion:

- Record Drawings
- Final Contract Report
- Closeout Documents identified in Task 14

III. Submittal Requirements

A. Selection Process

This procurement effort will be conducted as qualification-based selection process.

Award of this project would not preclude the awarded firm from future planning, environmental, design and/or construction services award with BAA. This applies to both prime firms and subconsultants.

A Statement of Qualifications (SOQ) and Project Proposal will be solicited from all interested firms. The SOQ will allow the firm an opportunity to provide data relating to the experience and qualifications as it relates to the proposed project. The Project Proposal will include information to illustrate the firm's category understanding, approach, and project management / communication plan.

Firms may be interviewed. However, BAA reserves the right to select the highest qualified consultant based solely upon submittals if sufficient information is included in the SOQ and project proposals. In such case, BAA will determine the most qualified firm on the criteria listed in this RFQ and engage in negotiations for the project.

B. Statement of Qualifications / Project Proposal

Please submit five (5) hard copies and one (1) electronic copy of your SOQ and Project Proposal submittal to the address below.

Contact: Ed Seoane, Vice President of Purchasing

E-mail: eseoane@flybhm.com

Address: Birmingham Airport Authority
5900 Messer Airport Highway
Birmingham, AL 35212

Hard copies may be shipped via U.S. Postal Service or any other reputable courier service (e.g. Federal Express, UPS, etc.). The electronic copy must be included with the hard copies via a USB flash drive. Deliveries can also be made in-person to the BAA Office located on the ground level of the Terminal Building (located at the above address).

All questions associated with this RFQ must be submitted in writing via e-mail to Ed Seoane at eseoane@flybhm.com by the deadline identified for questions/clarifications (see timeline). Questions related to the RFQ directed to any other BAA personnel may be grounds for disqualification.

C. Statement of Qualifications / Project Proposal Format

Respondent's SOQ and Project Proposal shall be submitted together as one submittal no longer than thirty (30) total pages of content (not including back / front cover, tabs / dividers, cover letter, or table of contents). Each page must not be larger than 8.5" x 11".

D. **Statement of Qualifications Section Requirements**

The SOQ portion of the submittal must include the following sections:

- i. **Firm Overview and Capability to Perform All Aspects of the Project:** Detail the overall structure of the firm and any unique operating characteristics that may enhance the project's overall success. This should include but is not limited to: information such as relevant services provided by firm, office locations, and total number of employees providing relevant services.
- ii. **Recent Company Experience in Relevant Projects:** Discuss relevant services completed at other comparable airports within the past five (5) years. This should include, but is not limited to: project location, start and completion date, description, outcome, quality, and applicability to BAA's proposed project. Identify the firm's role as either a prime or subconsultant and specific contribution to the project. A point of contact for the project's sponsor must also be included. References may be contacted, as necessary.
- iii. **Personnel Qualifications:** Discuss the professional qualifications and relevant experience for key members of the project team (including sub consultants). Include how specific team members will contribute to the project's overall success. Provide organizational chart depicting project manager, deputy project manager, and other project team members in their respective roles. Workload of project manager must also be identified.

E. **Project Proposal Section Requirements**

The Project Proposal portion of the submittal must include the following sections:

- i. **Project Approach:** Discuss the Scope of Services and how the firm will provide the desired services. Identify any potential technical challenges the firm anticipates during the project and how the firm intends to provide a successful outcome.
- ii. **Project Management / Communication Plan:** Discuss any relevant information which would detail how the firm would manage the project process including, but not limited to scope of work development, project budget / schedule preparation, and quality control measures. Describe the process the firm employs to ensure quality in the cost estimation process including examples of recent cost estimates compared to actual bid results. Prepare a proposed project schedule including major tasks and target completion dates. Additionally, identify the firm's plan for communication throughout the project to stakeholders.

F. **Statement of Qualifications / Project Proposal Evaluation Criteria**
SOQs and Project Proposals will be evaluated on the criterion listed below:

1. Firm’s capability to perform all aspects of the project
2. Firm’s recent experience in relevant projects
3. Firm’s demonstration of personnel qualifications
4. Firm’s proposed approach to the project
5. Firm’s proposed project management plan
6. Firm’s proposed communication plan

G. **Tentative RFQ Timeline**

All deadlines are due by 2:00 P.M. Central Time on each respective date. Any late submittals will not be accepted and immediately returned unopened. There will be no deadline extensions in the event of inclement weather delays.

RFQ Posted	March 9, 2026
Virtual Pre-Submittal Meeting	March 23, 2026
Deadline for SOQ Questions/Clarifications	March 30, 2026
SOQ Deadline	April 13, 2026
Notification of Intent to Award	May/June 2026

H. **Pre-Submittal Meeting**

A **non-mandatory** pre-submittal meeting is scheduled for **Monday, March 23, 2026, via Zoom at 2:00 P.M.** (Central Time) This meeting is non-mandatory. All attendees who plan to attend the meeting must RSVP to Ed Seoane at eseoane@flybhm.com by 2:00 P.M. Central Time March 20th, 2026. Access to a Zoom link for the meeting will be provided after the RSVP deadline.

IV. **Civil Rights Assurances**

NONDISCRIMINATION REQUIREMENTS

Federal Aviation Administration Required Provisions

- A. **Civil Rights – General.** Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor.

This provision obligates Contractor for the period during which the BAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.

1. **Compliance with Regulations:** Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding payments to Contractor under the Agreement until Contractor complies; and/or
 - (b) Cancelling, terminating or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request Contractor to enter into any litigation to protect the interests

of the BAA. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. **Civil Rights – Title VI Clauses for Use/Access to Real Property.** Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the BAA will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

- C. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. **49 CFR part 21** (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);
3. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. **The Age Discrimination Act of 1975**, as amended (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. **The Civil Rights Restoration Act of 1987** (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. **Titles II and III of the Americans with Disabilities Act of 1990**, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. **The Federal Aviation Administration’s Nondiscrimination statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations**, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency**, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. **Title IX of the Education Amendments of 1972**, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

I. [Additional Information](#)

The Birmingham Airport Authority reserves the right to accept or reject any or all proposals; or re-advertise for proposals for the benefit of the BAA. Any proposal that is submitted incomplete, obscure, or contains errors or discrepancies may be cause for rejection.

The SOQ / Project Proposal submittal shall not include any cost information, such as total cost, cost per hour, work hours, or other pricing data. Any cost information will result in the disqualification of the proposal. Fees will be negotiated with the highest ranked consultant following selection for the project.

BAA is not liable for any cost incurred by the consultant for the preparation of the SOQ / Project Proposal submittal, or, if deemed necessary, interview.

Additionally, the BAA reserves the right to pursue or not pursue the projects described in this RFQ at the discretion of the BAA. The project is subject to federal funding being available.

Federal provisions shall be required for this project. Please review all applicable federal provisions for professional services in Exhibit C. These provisions shall be included in the contract with the selected firm.

Exhibit A

Insurance Requirements

BAA CONTRACTOR INSURANCE REQUIREMENTS

CONTRACTOR PROVIDED INSURANCE FOR NON-AIR-SIDE PROJECT COVERAGE

EXHIBIT A - INSURANCE REQUIREMENTS

Company shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified below: "BAA Company Insurance Requirements" which is attached hereto and incorporated by reference herein.

The specified insurance shall include and insure Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees, including, with limits, the OAR and the Engineer and the other named consultants, their officers, agents and employees as additional insured's (with the exception of Worker's Compensation and Professional Liability), against the areas of risk associated with the Services as described in this RFP with respect to Contractor's operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Airport, and other related functions performed by or on behalf of Contractor in, on or about Airport, which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

A copy of the Contractor's current insurance certificate, verifying the Contractor's insurance coverage, must be submitted upon execution of the Agreement and prior to commencement of the Work. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Contractor, its agents, employees, or any subcontractor. Contractor shall furnish the insurance coverages outlined in Exhibit A: "BAA Contractor Insurance Requirements" either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority.

Certificates of Insurance shall be filed with the Owner prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the Owner. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to the Owner.

All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Contractor. Such policies shall also include a Waiver of Subrogation and provide the Owner at least thirty (30) days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Authority based upon the nature of Contractor's operations and the type of insurance involved.

Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply

separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Authority."

At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Authority. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies. In the event Contractor fails to furnish Authority with evidence of insurance and maintain the insurance as required, Authority upon ten (10) days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse Authority for the cost thereof. Payment shall be made within thirty (30) days of invoice date.

Company shall provide proof of all required insurance and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage's shall be filed with Authority prior to Contractor performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverage's, (iii) the insurance carrier's name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to Owner. Owner reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

Authority and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the Authority who may, thereafter, require Contractor, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Authority deems to be adequate.

All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Contractor has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit A: BAA Contractor's Insurance Requirements.

Contractor is also advised of the statutory immunity of negligence applicable to the owner and its directors, which is contained in Article 2, Chapter 3 of Title 4 Section 4-30-50 of the Code of Alabama, 1975.

Indemnification: The Contractor hereby agrees to indemnify, defend and hold Owner, its agents, employees and designees ("Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorney's fees, that the Indemnities may incur by reason of any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnities) arising out of or resulting from, in whole or part, the negligent performance, or lack of performance, by Contractor of its duties and obligations under or pursuant to this Agreement and Amendments.

BAA COMPANY INSURANCE REQUIREMENTS

COMPANY PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory
Employee's Liability	\$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
Requirements:	<ol style="list-style-type: none">1. Voluntary Compensation Endorsement2. Waiver of Subrogation
General Liability	\$1,000,000 each occurrence \$2,000,000 General Aggregate \$2,000,000 Completed Operations/Products Aggregate \$2,000,000 Personal Injury \$5,000 Medical Payments
Requirements:	<ol style="list-style-type: none">1. XCU Perils Coverage2. Completed Operations Extended 3 Years3. Broad Form Property Damage4. Fellow Employee Coverage5. Primary & Non-Contributory6. Waiver of Subrogation7. 30 Days Notice of Cancellation to Certificate Holder8. CG2010 and CG2037 Endorsements9. Contractual Liability applicable to Contractor's indemnification obligations
Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
Requirements:	<ol style="list-style-type: none">1. Covers owned, non-owned and hired autos2. Primary & Non-Contributory3. Waiver of Subrogation4. 30 Days Notice of Cancellation to Certificate Holder
Umbrella	\$5,000,000
Builder's Risk Policy	Amount of Project <ol style="list-style-type: none">1. Requirement: Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site2. Coverage shall insure interest of Owner and Contractor3. Provide Replacement Cost4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear5. Coverage includes flood and earth movement

	6. Per Project Aggregate
Pollution Policy	\$1,000,000 <i>(Depending on project)</i>
Professional Liability	\$1,000,000 <i>(Depending on project)</i>