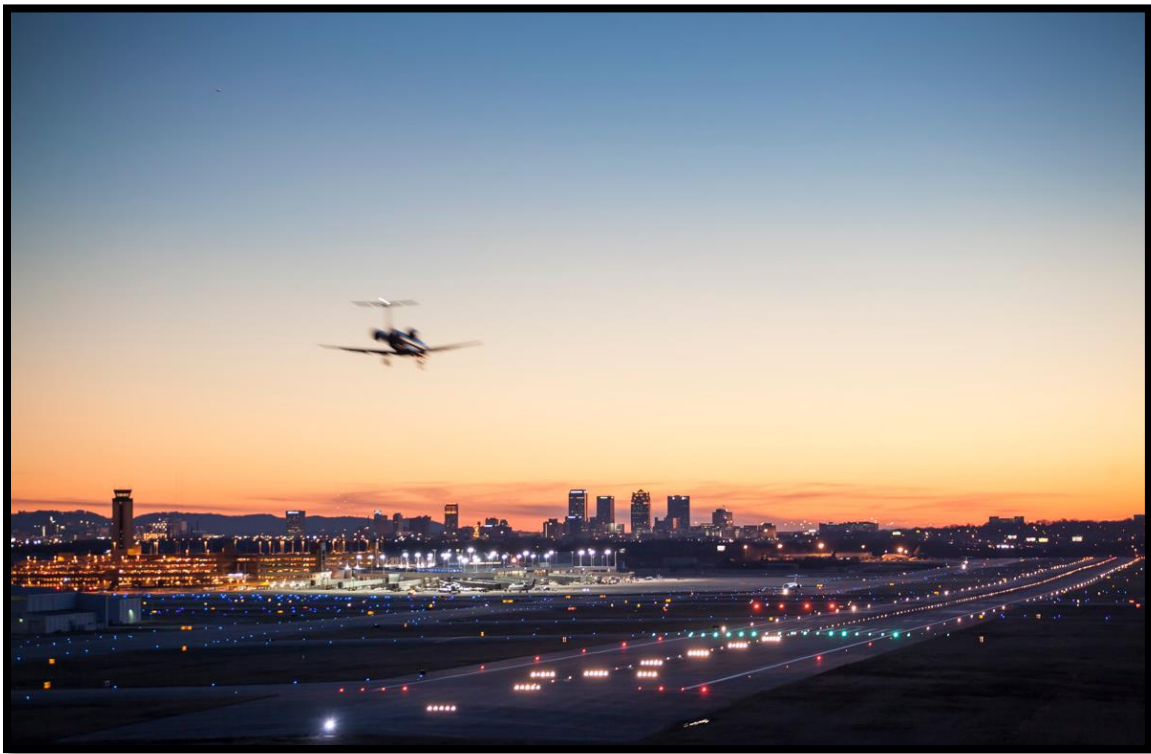


# **Request for Proposal (RFP)**

## **Installation and Removal of Motor Control Center for Storm Water Pump Station**



**Birmingham Airport Authority**  
**January 22, 2025**

## I. Introduction

### A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals (RFP) for qualified contractors to remove Motor Control Center (MCC) for Storm Water Pump Station and supply and install a new Motor Control Center at the Birmingham Shuttlesworth International Airport.

The goal of this procurement effort is to enter into a contract with the best-valued Contractor to remove Motor Control Center (MCC), supply and install a MCC as described in this RFP.

### B. Proposed Scope of Work

See Exhibit A for further details of the Scope of Work.

### C. Term of Agreement

General Conditions

- i. **Terms and Conditions:** Contractor agrees to abide by all the terms and conditions contained in this RFP. Any exceptions to the requirements of this RFP, or the BAA’s terms and conditions of this RFP, shall be noted in writing, with detailed explanation, and included with the RFP submittal. The Contractor acknowledges that taking exceptions to this RFP may subject the response submittal to be rejected.
- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (BAA) Purchasing Department at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) in order to be considered. The Contractor shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFP. No verbal agreements will be considered during the proposal process. BAA reserves the right to reject the proposal of any Contractor violating this provision.
- iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper proposal. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis of rejection. It is within the right of the BAA to reject any RFP submittal in this solicitation document.
- iv. **Errors:** Contractors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Contractors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. In quoting prices, wherever Contractor has made an error and has corrected, all such corrections should be initialed by the person signing this RFP. If errors occur in the extension of prices in the RFP, the unit prices shall govern. Failure to comply with this provision may result in rejection of Contractor’s submittal. All documents submitted must be legible.
- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of the BAA. If changes or modifications are made without the approval of BAA, the proposal submitted by the Contractor may be rejected.
- vi. **Compliance with Laws:** The Contractor shall obtain and maintain all licenses, permits, liability insurance, and workman’s compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with BAA and in submitting a proposal.

- vii. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- viii. **Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and to the highest grade of workmanship that meet the specifications in this document. Materials or service must comply with all applicable Federal, State, or OSHA requirements.
- ix. **Acceptance of Material:** The materials delivered shall remain the property of the Contractor pending physical inspection and acceptance to the satisfaction of the BAA. In the event the material supplied to BAA is found to be defective or does not conform to specifications, the BAA reserves the right to cancel the order upon written notice to the Contractor and return the product(s) to the Contractor at the Contractor's expense, and to invoke the provisions of the section titled "Default".
- x. **Default:** Any contract made between BAA and the Contractor can be cancelled by the BAA in whole or in part via written notice, upon the Contractor's non-performance or violation of contract terms. The Contractor will be given 15 days to rectify the non-performance or violation. An award may be made to the lowest quoting Contractor for material or services specified, and purchases may be made on the open market. The defaulting Contractor shall be liable for costs to the BAA in excess of the defaulted contract prices. The Contractor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- xi. **Termination of Agreement:** In addition to any other rights and remedies allowed by law, BAA may terminate this Agreement at any time for any reason, or no reason, with or without cause, without penalty or expense to BAA of any kind whatsoever, by giving (15) days written notice to Contractor of such termination and specifying the effective date of the termination. Termination of this agreement as provided in section Xi shall release BAA from any further fees to be paid to contractor after the date of termination, other than any unpaid fees earned for Services which were satisfactorily performed prior to the effective date of the termination.
- xii. **Guarantee:** The Contractor shall unconditionally guarantee the materials and workmanship on all materials and/or services for the Contractor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if any defects occur which are due to faulty material and/or services, Contractor shall repair, replace, and/or adjust such faulty material and/or services to the complete satisfaction of the BAA. These repairs, replacements, or adjustments shall be made only at a time lest detrimental to the operation of the BAA.
- xiii. **Add/Delete Items:** During the term of the contract, items and/or services may be added and/or deleted to the contract upon agreement between the successful Contractor and BAA.
- xiv. **Reimbursement:** The BAA will not reimburse the Contractor for any costs associated with the preparation and submittal of any RFP response, or for any travel and/or per diem costs that are incurred.
- xv. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this document submitted by Contractors shall become the property of the BAA when received. Once an award is made, all excess copies at the Contractor's request may be destroyed.
- xvi. **Outside Estimates:** The BAA reserves the right to obtain an outside estimate, or to have the product or service provided outside of this contract when it is in the best interest of the BAA.

- xvii. **Disclaimer:** This is a Request for Proposal. This is not an offer or contract. The submission of a proposal in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Contractor. BAA reserves the right to reject or disregard any or all proposals, to negotiate with any or all Contractors, and/or to enter a contract or contracts with any Contractor or Contractors for any or all of the services described herein. BAA is not obligated to respond to any statement or proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.

## II. Special Conditions

- i. **Indemnification:** Contractor undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Contractor, or any of the Contractor's Subcontractors, employees, or anyone for whom the Contractor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO CONTRACTOR BY THE BAA.
- ii. **Changes and Alterations:** The BAA reserves the right to make any alterations in the RFP and/or contract as may be necessary due to changing conditions found during the Project. The Contractor shall not claim forfeiture of contract by reasons of such changes by the BAA representative. If such changes increase or decrease the amount of the work or materials, the Contractor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Contractor must be submitted in writing and must be approved by the designated BAA Representative.
- iii. **Cure and Cover Clause:** If a successful Contractor fails, or BAA concludes that there is a reasonable likelihood that the Contractor will not be able to timely perform its obligations under this RFP and/or contract, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions after five (5) days' written notice to the Contractor: (A) Withhold any monies then or next due to the Contractor; or (B) Terminate the contract and obtain the deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due to Contractor and hold Contractor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Contractor does not cover BAA's cost of cover.
- iv. **The BAA Reserves the Right:** (a) to award proposals received on individual items, or on the entire list of items; and (b) to reject any or all proposals or any part thereof; and (c) to waive any irregularities and/or technicalities on the proposals; and (d) to accept the proposal that is in the best interest of BAA; and (e) to obtain clarification or additional information for any proposal; and (f) to purchase either selected items, or to not select any Contractor or purchase any goods and/or services resulting from this request; and (g) to reject any Contractor who has previously failed to perform properly

or complete on time projects of a similar nature, and (h) to reject any Contractor whom investigation shows Contractor is not in a position to perform the Project and/or service as specified in this RFP.

- v. **Basis of Award:** The basis of evaluation will be best value considering price and Contractor availability to seek or exceed BAA's specifications and requirements. The proposal is subject to be awarded to the most responsive and responsible Contractor whose proposal is evaluated to be the most advantageous to the BAA considering price and other factors. The award can be made to one or multiple Contractors, whichever is in the best interest of the BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services if the primary supplier cannot make provision to the BAA when time is of the essence.
- vi. **Badging Requirements and Fees; Other Expenses:** In order to perform Services on-site in secured areas of BAA's facilities, Company personnel are required to undergo a background check and obtain a BAA badge allowing them access to such areas. On completion of the Services, Company personnel are required to turn their badges in to BAA's security department. Failure to return a badge on completion of Services will result in a fine in the amount of \$500. Company is responsible for paying all badging fees and all fines for badges not returned after the Services are completed. In connection with the provision of Services, Company may incur expenses to BAA or BAA may be charged for expenses of Company. Company will pay or reimburse BAA for such expenses within thirty (30) days after the date of the invoice. If BAA owes Company any fees on completion of the Services and any badging fees, fines or other expenses owed by Company are then due and payable, BAA will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to Company. If the amount due to BAA exceeds the amount of fees due to Company or there are no fees then due to Company, BAA will invoice and Company will pay the badging fees, fines and other expenses incurred within thirty (30) days after the date of the invoice. Failure to pay all badging fees, fines and other expenses in full may prevent Company from competing for future contracting opportunities with BAA.
- vii. If the Contract Sum is \$100,000.00 or more, or if the Contractor is required to be licensed by the Alabama State Licensing Board for General Contractors, the Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears License No, Bid Limit, and Classification.
- viii. If the Contract Sum is \$50,000 or more, the contractor shall at the at the Contractor's expense, furnish to the Owner a Performance Bond and a Payment Bond, each in a penal sum equal to 100% of the Contract Sum. Each bond shall be in form and substance as required by *Alabama Code* § 39-1-1 (1975), shall be executed by a surety company ("Surety") acceptable to the Owner and duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official. All Contract change orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the change order form. The Surety waives notification of any Contract change orders involving only extension of the Contract Time. The provisions of this Section are not applicable to this Contract if the Contract Sum is less than \$50,000.

- ix. **Insurance:** The selected Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of the contract, the types and amounts of insurance specified herein and in Appendix B attached hereto and made a part hereof.

### III. Submittal Requirements

#### A. Selection Process

This is a best value procurement process. This method is defined as “a procurement process where price and other key factors can be considered in the evaluation and selection process to minimize impacts and enhance the long-term performance and value of construction.”

A project proposal will be solicited from all interested Contractors. The project proposal will allow the opportunity to provide data relating to the experience and qualifications of the interested Contractor. A cost proposal must also be included.

BAA’s selection committee will review all responsive proposals based on the criteria listed in this RFP and create a ranking of Contractors.

Short-listed Contractors may be interviewed (as detailed in Section IV.D. below). However, BAA reserves the right to select the highest ranked Contractor based solely upon submittals if sufficient information is included in the project proposal. In such case and as described in Section IV.D. below, BAA will create a final ranking based on the criteria listed in this RFP to determine the highest ranked consultant and engage in negotiations for each project.

#### B. Project Proposal

Please submit three (3) hard copies and one (1) electronic copy (via USB flash drive) of your proposal plan to the address below. Please include the cost proposal in a separate hard copy and electronic copy in the proposal.

**Contact:** Ed A Seoane, Vice President of Purchasing

**E-mail:** eseoane@flybhm.com

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

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). Adherence to face mask protocols in the Terminal Building is required.

All questions associated with this RFP must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing, at eseoane@flybhm.com by the deadline identified for questions/clarifications (see timeline).

Project proposals shall remain valid for one hundred eighty (180) days from the submission deadline. By submission of a bid/quote, Contractor agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

### C. Project Proposal Format

Contractors' Project Proposals shall be no longer than twenty-five (25) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents), each page must not be larger than 8.5" x 11", and must include the following sections:

- i. **Contractor Overview and Capability to Perform All Aspects of the Scope of Work:** Detail the overall structure of the Contractor and any unique operating characteristics that may enhance the scope's overall success. This should include but is not limited to: relevant services provided by the Contractor, office locations, and total number of employees providing relevant services.
- ii. **Recent Contractor Experience in Performing Similar Services:** Discuss relevant services completed within the past five (5) years. This should include, but is not limited to: location, start and completion date, description of services provided, outcome of services provided, quality of services provided, and applicability to BAA's proposed scope of work. Identify the Contractor's role as either a prime or Subcontractor and specific contribution to the task. A point of contact for the project's owner must also be included. BAA may contact such references, as necessary.
- iii. **Proposed Scope of Work and Approach to Performing the Services:** Proposed Equipment, specifications/Capacity, and Warranty. Lead time for equipment. Discuss the scope of work and how the Contractor will provide the desired services. This includes recommendations on how to achieve the scope of work including a proposed design, safety, and phasing plan. Proposed schedule to complete this work. Nighttime work is available. Identify the operational safety procedures to be employed while performing the desired services. Detail how the Contractor will perform quality control throughout the contract term. Identify the Contractor's plan for communication with BAA throughout the contract term.
- iv. **Cost Proposal:** Provide the proposed cost to complete the scope of work. Breakdown cost of removal, new Motor Control Center, and Installation of the new Motor Control Center. Payment terms.

### D. Project Proposal Selection Criteria

Proposals will be evaluated based on the proposer's ability to meet the performance requirements of this RFP. To be deemed responsive, it is important for each proposer to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. A proposer's proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed services and requested herein. Failure to submit any information requested may result in the elimination of the proposal from further evaluation and consideration. The evaluation and selection will be based on the following:

- i. Contractor's capability to perform all aspects of the scope of work.
- ii. Contractor's proposed approach to the services at BHM
- iii. Contractor's recent experience in performing similar services.
- iv. Contractor's proposed cost

E. **Tentative RFP Timeline**

All deadlines are by 2:00 P.M. Central Time on each respective date.

RFP Posted	12/8/2025
Mandatory Pre-Submittal Meeting and site visit	1/8/2025
Deadline for Proposal Questions/Clarifications	1/15/2025
Proposal Deadline	1/22/2025
Contractor Recommendations / Master Service Agreement Date	Feb/March

F. **Mandatory Pre-Submittal Meeting and Site Visit**

A **mandatory** pre-submittal meeting is scheduled for **January 8, 2025** (Central Time) in Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L) Note Single use Parking Deck validations will be provided to attendees at the meeting. A site visit to the project area will be available **immediately after pre-submittal meeting**. All attendees who plan to attend the meeting must RSVP to Jordan Howard at [Jhoward@flybhm.com](mailto:Jhoward@flybhm.com) by close of business January 7, 2025.



# Appendix A

## Scope of Service and Requirements

### A. Summary of Project

Birmingham Airport Authority is looking for safe removal, disposal, and replacement of the facility's existing MCC. The project includes disconnecting, removing, and disposing of the current MCC; supplying, installing, and commissioning a new MCC; and providing all associated electrical, mechanical, programming, and testing services. Currently we have a Cutler- Hammer 2100 MCC which is 1600-amps, 480-volt, 3-phase, 4-wir. We currently have four banks which each breaker feeding the pumps is 800-amp. The control system we currently have is a Watch Dog system. For this proposal we are looking for the following to be incorporated but not limited to.

#### Pre-Construction

- Conduct site visits to verify dimensions, clearances, connections, and field conditions.
- Prepare project schedule, safety plan, and submittals for approval.
- Provide detailed drawings showing MCC layout, conduit routing, and wiring diagrams.
- Coordinate shutdown windows with the Owner

#### Removal of Existing MCC

- Safely de-energize and lock out/tag out all associated equipment.
- Disconnect power feeders, control wiring, communication cables, and motor leads.
- Remove existing MCC sections, supports, and associated components.
- Dispose of the old MCC according to environmental and disposal regulations.
- Clean and prepare the installation area for the new equipment.

#### Supply of New MCC

Contractor shall provide a new MCC including:

- [Specify voltage, e.g., 480V, 3-phase, 60 Hz].
- NEMA rating: [Insert NEMA 1, 12, 3R, etc.].
- Main incoming section with breaker or fusible switch.
- Individual starter buckets as listed in Appendix A.
- Integrated overload protection.
- Control power transformer (as required).
- Network / communication capability (Ethernet/IP, Modbus, etc.) if applicable.
- UL-listed equipment meeting current NFPA and IEEE standards.

- It must be sized properly to operate existing equipment.

#### Installation of New MCC

- Install MCC in the designated location, including anchoring and alignment.
- Reconnect existing feeders, control circuits, and motor leads.
- Install new conduits, wire, and terminations were required.
- Provide labeling for all sections, circuits, and devices.
- Integrate MCC with facility control systems (PLC, SCADA) as needed.

#### Testing & Commissioning

- Perform insulation resistance tests (old wiring from ATS, motors and any new wire installs), point-to-point checks, overload settings, and functional testing.
- Verify communication interfaces (if applicable).
- Complete start-up and energization of all motors and control circuits.
- Provide commissioning report and as-built documentation.

#### Training & Documentation

- Provide onsite operator and maintenance training.
- Provide manuals, drawings, and wiring diagrams.

#### Warranties

- A minimum one-year warranty on installation
- Three-year warranty on equipment (negotiable)

### **B. Code and Standards Requirements**

The Contracts proposed design shall comply with all applicable codes and standards including but not limited to:

- i. Local city codes

# Appendix B

# Insurance Requirements

The Selected Contractor shall procure, at its expense, and always keep in full force and effect during the term of this Agreement, the types and amounts of insurance specified in Exhibit B: “BAA Contractor 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 B: “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.

Contractor 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 coverages 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 B: 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.

## **BAA CONTRACTOR INSURANCE REQUIREMENTS**

It is highly recommended that each Bidder request that its current insurance broker/agent review the insurance requirements in this Contract before completing and submitting a Bid, so each Bidder will be

aware of any additional cost that may be incurred to meet the Owner's insurance requirements for this Contract. No such additional costs shall be part of the Bid price, and the Contractor shall be responsible for paying the same.

All such insurance policies shall provide that coverage is primary and non-contributory, includes waiver of subrogation and provides the Owner at least thirty (30) days prior written notice of any cancellations or modification thereof. The Owner shall be named as an additional insured on all policies except Workers' Compensation and the Professional Liability/E&O policies.

Additional Insureds shall read: Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees.

Please note that separate limits may be required if RFP requires work be performed "Airside" vs "non-Airside" as outlined on the attached Exhibit B.

Contractor shall at all times during the term of this Agreement maintain, at its own expense, the following minimum levels and types of insurance (see next page):

## BAA COMPANY INSURANCE REQUIREMENTS

### COMPANY PROVIDED INSURANCE FOR NON-AIRSIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
<b>Worker's Compensation</b> Statutory	
<b>Employee's Liability</b>	\$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
<b>Requirements:</b>	1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
<b>General Liability</b>	\$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
<b>Requirements:</b>	1. XCU Perils Coverage 2. Completed Operations Extended 3 Years 3. Broad Form Property Damage 4. Fellow Employee Coverage 5. Primary & Non-Contributory 6. Waiver of Subrogation 7. 30 Days Notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements 9. Contractual Liability applicable to Contractor's indemnification obligations
<b>Business Automobile</b>	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
<b>Requirements:</b>	1. Covers owned, non-owned and hired autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. 30 Days Notice of Cancellation to Certificate Holder
<b>Umbrella</b>	\$5,000,000
<b>Builder's Risk Policy</b>	Amount of Project 1. <b>Requirement:</b> 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 Site 2. Coverage shall insure interest of Owner and Contractor 3. Provide Replacement Cost 4. 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 appear

	5. Coverage includes flood and earth movement
	6. Per Project Aggregate
<b>Pollution Policy</b>	\$1,000,000 <i>(Depending on project)</i>
<b>Professional Liability</b>	\$1,000,000 <i>(Depending on project)</i>

## **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 the 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.*).

