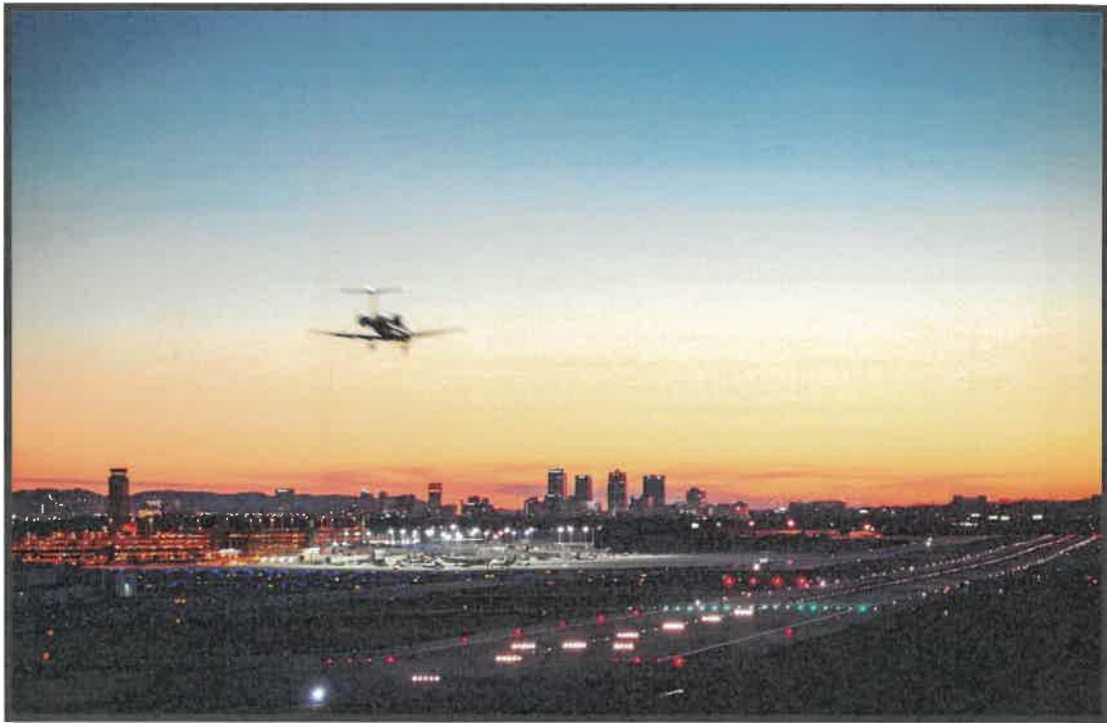


# **Request for Proposal (RFP) Landscaping Services**



**Birmingham Airport Authority  
August 2023**

## I. Introduction

### A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals from professional Landscape Service Companies to provide landscaping and lawn maintenance services for all turf areas along Messer-Airport Highway to the intersection of Aviation Avenue (including the median), University Avenue, Airport Boulevard, Transportation Drive, Tower View Drive, Quick Turn-Around Facility (QTA) and the Parking Deck perimeter and certain areas designated by BAA of the upper and lower level containers located at the airport, all as generally depicted in red on Appendix A attached hereto and made a part hereof.

The goal of this procurement effort is to enter into a contract with the best-valued Vendor to perform landscaping services.

### B. Proposed Scope of Work

#### 1. Proposed Scope

The Contractor shall provide weekly and monthly landscape maintenance services as outlined in this RFP.

##### 1.1 Re-Establish Existing Flower Beds

1. Re-Establish existing flower beds with plants of identical size and species in the medium of Airport Highway to the Intersection of Aviation Avenue in front of the Birmingham Shuttlesworth monument sign and all smaller beds along Airport Highway, University Avenue, Airport Boulevard, Transportation Drive, Tower Drive, and the Parking Deck perimeter.

2. Apply pine straw twice annually to a minimum depth of 3 inches.

##### 1.2 Prune Shrubs

1. Prune all shrubs and groundcover along Airport Highway to the intersection of Aviation Avenue, University Avenue, Airport Boulevard, Transportation Drive, Tower View Drive, and parking Deck perimeter as required to achieve an even, well groomed appearance.

##### 1.3 Weekly Required Maintenance

3. Mow and edge lawns to maintain an even well-groomed appearance.

4. Prune back any shrubs or groundcover overhanging curbs or sidewalks.

5. Remove any broken leaves or fallen branches from trees. Remove sucker growth from tree trunks.

6. Remove weeds from flower beds.

7. Smooth mulch or straw as needed around trees and beds to maintain an even and uniform appearance.

8. Check plants and trees for signs of stress or disease. Treat for any signs of disease or pest infestation. The contractor shall notify BAA before replacing any trees, shrubs, or plants due to disease or damage.
9. Sweep or blow clean all debris from the work areas.
10. Remove all litter from landscape areas, roadways, gutters, sidewalks, and crosswalks.
11. Check and adjust as necessary the irrigation system and controllers, Notify BAA of needed repairs. Authorization by an authorized BAA representative is required prior to making repairs.

#### 1.4 Monthly Required Maintenance

13. Prune shrubs and trees remove dead, diseased, broken, or dangerous branches.
14. Edge all planting beds.

**Please price each item in section 1 (1.1-1.4) separately.**

## 2. Specifications

1. The contractor shall provide at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, legal disposal and all other items needed to provide the service as outlined in the RFQ.
2. Any facilities or property damaged or destroyed as a result of the landscape maintenance contractor's operations at the site shall be repaired or replaced at the landscape maintenance contractor's expense.
3. The contractor shall take all precautions required to protect plants from abnormal temperatures.
4. All trimmings, clippings, weeds, and debris must be discarded off site using only legal disposal methods.
5. Trees, shrubs, groundcover, and plants shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
6. Replacements of trees, shrubs, groundcover, and plants shall be of identical species and size unless authorized by a BAA representative.
7. Other than weekly pruning for dead, broken, diseased, or dangerous branches; pruning should only be done in appropriate months for the size and species. Pruning shall be done in accordance with generally accepted standards for proper pruning.
8. Weeds in planted areas, curbs, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed, not just killed, and disposed of off-site using legal disposal methods.
9. Mulch or straw shall be applied in early spring to a minimum layer of 3 inches and maintained at that level throughout the year. Mulch or straw shall be uniform in color and appearance and free of leaves, sticks or trash.
10. Lawns shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
11. Lawn height shall not exceed 3 inches at any time. Visible lawn clippings shall be removed and disposed of using a legal method. The Contractor is encouraged to use mulching mowers to lessen the need for clipping removal.
12. Conditions may necessitate more frequent cuttings during the wet season and less during times of drought in order to ensure that the turf height does not exceed the maximum permitted height (3 inches). Mowing may be required even if the grass is dormant to control weed height.
13. Provide diversity of color and texture and avoid mass plantings of only one variety in flower beds!

14. Hand watering of flower beds may be needed to supplement rainfall and maintain plantings in a healthy, stress-free condition. It is the contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.
15. It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. The contractor shall pay any penalties, fines, or citations for watering ordinance violations.
16. The contractor is responsible for the operation and maintenance of the irrigation system.
17. Watering times should be monitored and adjusted weekly to avoid overwatering. Runoff water onto streets, crosswalks or sidewalks is not allowed for any watering system.
18. Water will be furnished on-site. The contractor shall furnish hoses and any other watering equipment.
19. Sprinkler heads shall be adjusted weekly for direction to avoid spraying onto sidewalks, crosswalks, or streets.
20. The landscape maintenance contractor shall repair or replace, at the contractor's expense, any damaged irrigation components. All repairs to the system must be as identical as possible to the original installation.
21. The contractor shall check the irrigation system weekly for dry spots, leaks, or puddles. Plants which die as a result of irrigation failure will be considered to have died due to contractor negligence and shall be replaced at the contractor's expense.
22. All swept or blown debris from landscaped areas must be collected and removed from the site and disposed of legally.
23. The contractor shall remove all litter from landscaped areas, roadways, gutters, sidewalks, and crosswalks weekly. All litter must be disposed of legally.
24. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. Registered chemicals shall be used only on the advice of a qualified, licensed if required, pest control advisor. The contractor must follow all applicable governmental and industry regulations.
25. The contractor shall take precautions to keep persons away from pesticide and herbicide treated areas until the applied material and the treated area is safe for entry.
26. Landscape Maintenance Checklist must be completed weekly and submitted to the BAA Department of Facilities.

## II. General Conditions

- i. **Terms and Conditions:** Vendor 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 Vendor 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) Department of Purchasing at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) in order to be considered. The Vendor 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 Vendor 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:** Vendors or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Vendors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. In quoting prices, wherever Vendor 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 Vendor'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 Vendor may be rejected.
- vi. **Compliance with Laws:** The Vendor 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 Vendor 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 Vendor and return the product(s) to the Vendor at the Vendor's expense, and to invoke the provisions of the section titled "Default".

- x. **Default:** Any contract made between BAA and the Vendor can be cancelled by the BAA in whole or in part via written notice, upon the Vendor's non-performance or violation of contract terms. An award may be made to the lowest quoting vendor for material or services specified, and purchases may be made on the open market. The defaulting Vendor shall be liable for costs to the BAA in excess of the defaulted contract prices. The Vendor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- xi. **Guarantee:** The Vendor shall unconditionally guarantee the materials and workmanship on all materials and/or services for the Vendor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if any defects occur which are due to faulty material and/or services, Vendor 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.
- xii. **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 Vendor and BAA.
- xiii. **Reimbursement:** The BAA will not reimburse the Vendor 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.
- xiv. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this document submitted by Vendors shall become the property of the BAA when received. Once an award is made, all excess copies at the Vendor's request may be destroyed.
- xv. **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.
- xvi. **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 Vendor. BAA reserves the right to reject or disregard any or all proposals, to negotiate with any or all Vendors, and/or to enter a contract or contracts with any Vendor or Vendors 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.

### III. Special Conditions

- i. **Diversity and Inclusion:** The BAA places a very high priority on diversity and inclusion, not just for the Airport itself, but for all businesses that operate at the Airport as well. To be effective, diversity and inclusion must reach all levels of the organization. Please let us know in your proposal if your company is a certified small minority business or women own business and if your company has a diversity and inclusion policy. There

is a **14 % MBE/WBE** contractor participation for this project and MBE-WBE form attached as Exhibit C must be submitted along with the proposal.

ii. **Nondiscrimination:**

By submitting a proposal to this RFP, Proposer certifies that they will fully comply with all Federal, State of Alabama, and local laws pertaining to nondiscrimination, and certifies that they will not discriminate against or grant preferential treatment to any party on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in the performance of Authority contracts or agreements.

In addition, this RFP is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Proposer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Proposer agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters into and causes those businesses to similarly include the statements in further agreements.

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

- iii. **Indemnification:** Vendor 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 Vendor, or any of the Vendor's subcontractors, employees, or anyone for whom the Vendor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO COMPANY BY THE BAA.
- iv. **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 Vendor 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 Vendor 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 Vendor must be submitted in writing and must be approved by the designated BAA Representative.

- v. **Cure and Cover Clause:** If a successful Vendor fails, or BAA concludes that there is a reasonable likelihood that the Vendor 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 Vendor: (A) Withhold any monies then or next due to the Vendor; 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 Vendor and hold Vendor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Vendor does not cover BAA's cost of cover.
- vi. **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 Vendor or purchase any goods and/or services resulting from this request; and (g) to reject any Vendor who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Vendor whom investigation shows Vendor is not in a position to perform the Project and/or service as specified in this RFP.
- vii. **Basis of Award:** The basis of evaluation will be lowest proposed cost considering price and Vendor availability to seek or exceed BAA's specifications and requirements. The proposal is subject to be awarded to the most responsive and responsible Vendor 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 Vendors, 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.
- viii. **Insurance:** The selected Vendor 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.

## IV. 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 Vendors. The project proposal will allow the opportunity to provide data relating to the experience and qualifications of the interested Vendor. 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 Vendors.

#### 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 Seoane, Vice President of Purchasing

**E-mail:** [eseoane@flybhm.com](mailto: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).

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](mailto: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, Vendor agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

#### C. Project Proposal Format

Vendors' 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. **Vendor Overview and Capability to Perform All Aspects of the Scope of Work:** Detail the overall structure of the Vendor 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 Vendor, office locations, and total number of employees providing relevant services.
- ii. **Recent Vendor Experience in Performing Similar Services:** Discuss relevant services completed at other comparable facilities 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 Vendor'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:** Discuss the scope of work and how the Vendor will provide the desired services. This includes recommendations on how to achieve the scope of work including a proposed work plan. Identify the operational safety procedures to be employed while performing

the desired services. Detail how the Vendor will perform quality control throughout the contract term. Identify the Vendor’s plan for communication with BAA throughout the contract term.

- iv. **Minority Business Participation:** Provide a detailed breakdown of any Minority Business Enterprise or Women Owned Enterprise firms that will be utilized throughout the scope of work.
- v. **Cost Proposal:** Provide the proposed cost to complete the scope of work on an annual basis in a lump sum format.

**D. Project Proposal Selection Criteria**

Proposals will be evaluated and scored on a scale of 0 (lowest) to 100 (highest). In the event proposals are not considered sufficient to determine the highest ranked Vendor, interviews will be conducted with up to the three (3) highest ranked Vendors. Additional interview scoring criteria will be provided in advance of the interview date, if necessary. Each criterion and its portion of the maximum scoring value is listed below:

- i. Vendor’s capability to perform all aspects of the scope of work
- ii. Vendor’s proposed approach to the services at BHM
- iii. Vendor’s recent experience in performing similar services
- iv. Vendor’s commitment to the Minority Participation Goal
- v. Vendor’s proposed cost

**E. Tentative RFP Timeline**

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

RFP Posted	August 29, 2023
Mandatory Pre-Submittal Meeting and site visit 9:00 AM CT	September 21, 2023
Deadline for Proposal Questions/Clarifications 2:00 PM CT	September 27, 2023
Proposal Deadline 2:00 PM CT	October 6, 2023
Vendor Recommendations / Master Service Agreement Date	October 2023

**F.**

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

A **mandatory** pre-submittal meeting is scheduled for September 21, 2023, 9:00 AM (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 the pre-submittal meeting**. All attendees who plan to attend the meeting must RSVP to Ed Seoane at [eseoane@flybhm.com](mailto:eseoane@flybhm.com) by close of business September 18, 2023.

# **Appendix A**

## **Proposed Landscaping Areas**



5500 Airport Highway  
Birmingham, AL 35212

Approximate  
Maintenance  
Areas

Notes



## EXHIBIT B - 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>
<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>	<ol style="list-style-type: none"><li>1. Voluntary Compensation Endorsement</li><li>2. Waiver of Subrogation</li></ol>
<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>	<ol style="list-style-type: none"><li>1. XCU Perils Coverage</li><li>2. Completed Operations Extended 3 Years</li><li>3. Broad Form Property Damage</li><li>4. Fellow Employee Coverage</li><li>5. Primary &amp; Non-Contributory</li><li>6. Waiver of Subrogation</li><li>7. 30 Days Notice of Cancellation to Certificate Holder</li><li>8. CG2010 and CG2037 Endorsements</li><li>9. Contractual Liability applicable to Contractor's indemnification obligations</li></ol>
<b>Business Automobile</b>	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
<b>Requirements:</b>	<ol style="list-style-type: none"><li>1. Covers owned, non-owned and hired autos</li><li>2. Primary &amp; Non-Contributory</li><li>3. Waiver of Subrogation</li><li>4. 30 Days Notice of Cancellation to Certificate Holder</li></ol>
<b>Umbrella</b>	\$5,000,000
<b>Builder's Risk Policy</b>	Amount of Project <ol style="list-style-type: none"><li>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</li><li>2. Coverage shall insure interest of Owner and Contractor</li><li>3. Provide Replacement Cost</li><li>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</li><li>5. Coverage includes flood and earth movement</li></ol>



6. Per Project Aggregate

**Pollution Policy**

\$1,000,000 *(Depending on project)*

**Professional Liability**

\$1,000,000 *(Depending on project)*