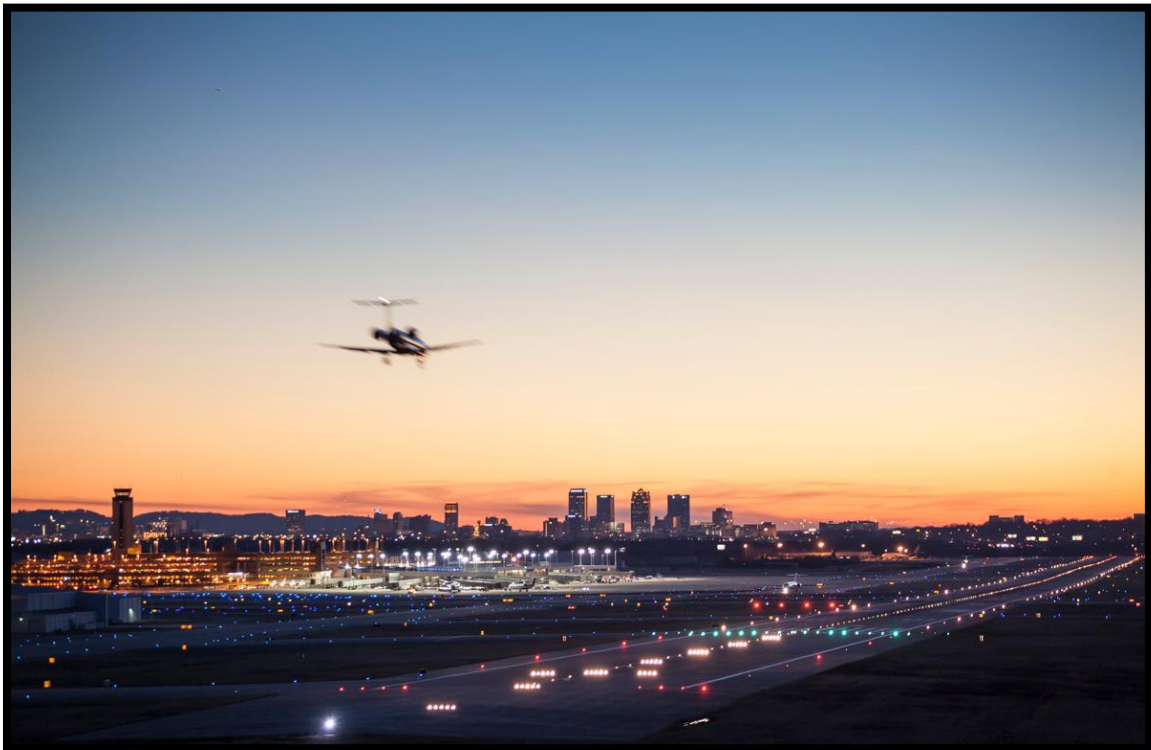


Request for Proposal (RFP) Maintaining Airport Owned Property



**Birmingham Airport Authority
March 2023**

I. Introduction

A. Project Description

The Birmingham Airport Authority (“BAA” or “Authority”) is requesting proposals (RFP) for Maintaining Airport Owned Property.

The goal of this procurement effort is to enter into a contract with the best-valued Contractor to perform the services and work described in this RFP.

B. Proposed Scope of Work

Maintain the Airport owned properties on a regular basis to assure grass is cut and litter is picked up on a regular basis.

Term of Agreement

The term of the agreement resulting from this RFP shall be one year for option for two more years for a total of 3 years.

II. 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) Department of Facilities at mnelson@flybirmingham.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 representative 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 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. 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. **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 least 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 Contractor and BAA.
- xiii. **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.
- xiv. **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.
- 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 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.

III. Special Conditions

- i. **Minority Business:** The BAA encourages all certified Minority Businesses (MBE) and Women Owned Businesses (WBE) to participate. BAA has a MBE/WBE goal for the scope of work associated with this RFP of fifteen percent (15%) (the “DBE and Minority Owned Business Participation Goal”).
- ii. **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.
- iii. **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.
- iv. **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.
- v. **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.

- vi. **Basis of Award:** The basis of evaluation will be lowest proposed cost 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.
- vii. **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.

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 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 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 Matthew Nelson, Vice President of Facilities, at mnelson@flybirmingham.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 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 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:** 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 work plan. 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. **DBE Participation:** Provide a detailed breakdown of any DBE 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 Contractor,

interviews will be conducted with up to the three (3) highest ranked Contractors. 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. 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 commitment to the DBE Participation Goal
- v. Contractor’s proposed cost

E. **Tentative RFP Timeline**

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

RFP Posted	March 1, 2023
Mandatory Pre-Submittal Meeting	March 16, 2023
Non-Mandatory Site Visit	March 16, 2022
Deadline for Proposal Questions/Clarifications	March 23, 2023
Proposal Deadline	March 31, 2023
Interviews (if elected by BAA)	TBA
Contractor Recommendations / Master Service Agreement Date	April 28, 2023

The above is an anticipated schedule. The BAA reserves the right to modify any part of this schedule.

Responses will not be accepted after the designated response due date and time. It is the responsibility of each company to submit their response at the designated location on or before the response due date and time. Responses received after the designated due date and time must be considered late and must be returned to the company without further review.

Company agrees that any additional terms or conditions submitted by company that conflict with requirements in this solicitation, whether submitted intentionally or inadvertently, may cause the company’s response to be rejected. If the BAA, at the BAA’s sole discretion, determines that such a conflict applies to a material term of this solicitation, then the company’s response must be disqualified.

F. **Cone of Silence:**

For purposes of this solicitation, all communication must be directed to the Ed Seoane, VP of Purchasing (eseoane@flybhm.com). The BAA has imposed an absolute prohibition against any communication or contact with any other BAA personnel, Commission member, or Consultant regarding the solicitation, generally referred to as a “Cone of Silence.” The prohibition begins with the publication of this solicitation document and

remains in place through Commission selection. It ends only after successful negotiations with the elected Company has concluded in an executed agreement. The prohibition is suspended only during BAA sponsored announced meetings conducted for the purpose of clarifying the solicitation. **A violation of this provision may result in a rejection of submission of the offending Company.**

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

A **mandatory** pre-submittal meeting is scheduled for **March 16, 2023, at 2:00 P.M.** (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 Ed Seoane at eseoane@flybhm.com** by the close of business **March 13, 2023.** Instructions to the site visit will be provided upon receipt of RSVP.

Appendix A

Scope of Service and Requirements

For all the airport properties outlined in the map below the following would be required:

- Weekly maintenance of groundcover areas, mowing and edging
- Removal of litter and debris from turf, fence lines, and street curbs every 3 days.
- Pruning of trees and shrubs
- Application of chemical agents to control of weeds

The successful bidder shall:

General Landscape:

- Furnish all labor, materials, and equipment necessary to perform the work described within the scope of services in strict accordance with these specifications and subject to the terms and conditions of the contract.
- Not post sign or advertising material anywhere on Airport property without prior written approval from the Birmingham Airport Authority.
- Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
- Perform grass mowing, edging, trash and debris removal and power blowing of lawn areas.
- Maintain the health and appearance of existing landscape plants, trees, shrubs, ground covers and lawn areas.
- Ensure that each facility site is free of debris, weeds, and insect infestation.
- The Successful Bidder shall be required to make-up missed scheduled cycled maintenance due to foul weather conditions.
- For special events and activities, the BAA VP of facility may request additional landscape maintenance items or request a change/modification to the schedule.
- Respond to all emergencies within 24 hours of notification within specified hours and days of operation.
- Perform all work in a professional skillful manner using quality equipment and materials.
- Have a full-time staff employee that is State licensed to operate and apply chemicals in all categories and provide evidence of such licensure.
- Secure any gated or doored areas that require landscaping services after services are completed.
- The BAA reserves the right to add, delete, and or change the Scope of Services of this contract, and may do so by submitting written notification to Successful Bidder. Any increase or decrease in maintenance fees shall be **based on bid pricing**.

Damages:

- All damages incurred to existing facilities by the Successful Bidder's operation shall be repaired or replaced, at the BAA's discretion, and at the Successful Bidder's expense.

Safety Plan

- The Successful Bidder agrees to perform all work outlined in this Invitation of Bid in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Successful Bidder agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A safety orders at all times so as to protect all persons, including Successful Bidder's employees, patrons, agents of the BAA, vendors, members of the public or others from foreseeable injury, or damage to their property. The Successful Bidder shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- It shall be the Successful Bidder's responsibility to inspect, and identify, and condition(s) that renders any portion of the maintenance area unsafe, as well as any usage practices occurring thereon. The BAA shall be notified immediately of any unsafe condition that require major correction. The Successful Bidder shall be responsible for making minor corrections including but not limited to, filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. The Successful Bidder shall cooperate fully with the BAA in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the contract is to notify the BAA VP of Facility immediately and file a written report to the BAA within three (3) working days.

Delays

- The Successful Bidder shall make a good faith effort to adhere to the contracted maintenance schedule. In the event that Successful Bidder is unable, for whatever reason, to maintain the maintenance schedule (i.e., poor weather conditions, etc.), and Successful Bidder does not reschedule the service, or inform the BAA of intent to make up the service within 72 hours, that amount for the failure to perform may be deducted from Successful Bidder's fee. If the work cannot be completed on the proposed schedule day, the Successful Bidder must notify the BAA VP of Facility on that day to advise him accordingly.

Staffing/Managerial

- The Successful Bidder shall provide a **Project Manager** that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. The Project Manager shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and

appearance of the Airport Properties. The Project Manager must provide pro-active recommendations to the BAA for ongoing maintenance of BAA properties throughout the term of the contract.

- The Successful Bidder must provide a competent, English speaking crew leader for each crew, who can understand and speak English fluently, during all times while work is performed. The crew leader shall have the authority to represent or act on behalf of Successful Bidder in any manner pertaining to the performance of this contract. Successful Bidder shall furnish the names of all such crew leaders to the BAA VP of Facility prior to the commencement of this contract and further advise of any changes.
- If in the opinion of the BAA, a Successful Bidder's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or used abusive language while on BAA property, that employee shall be removed from all work under this contract.
- The Successful Bidder shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and always buttoned.
- Successful Bidder's staff shall wear identification (uniform, logo tee-shirt, etc.) allowing anyone to readily identify that individual as part of Successful Bidder's staff.
- The VP of Facility shall make quarterly inspections with Successful Bidder at each site to review work performed. Successful Bidder shall maintain and have available such records that confirm frequency of task performance at each location. Successful Bidder shall furnish an itemized statement of work performed on all invoices.

Clean Up and Waste Disposal

- The Successful Bidder shall be responsible for disposing all waste materials or refuse from Successful Bidder's operations. The Successful Bidder must have prior written approval by the BAA VP of Facility to dispose of Successful Bidder generated waste materials on BAA property.
- Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing, and vacuuming as necessary.
- Remove branches and other debris from planting areas on a weekly basis.
- Clean up litter, leaves, papers, grass clippings, remove trash, cigarette butts and by-products of landscape maintenance in landscape area, courtyard area and along the lawn areas of the perimeter walk for both sides of the walkway and around buildings and fence line.

Proposed Landscaping Areas



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 always 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>
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 Endorsement 2. 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 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
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 autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. 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 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

Pollution Policy	\$1,000,000	<i>(Depending on project)</i>
Professional Liability	\$1,000,000	<i>(Depending on project)</i>