

**ADVERTISEMENT FOR
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL CONSTRUCTION MANAGER AT RISK FOR
RENTAL CAR QUICK TURN AROUND (QTA) FACILITIES CONSTRUCTION PROJECT**

BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

The Birmingham Airport Authority (BAA) is issuing a Request for Proposals (RFP) for a Construction Manager at Risk (CMR) for the Rental Car Quick Turn Around (QTA) Facilities Construction Project at the Birmingham-Shuttlesworth International Airport. Instructions for obtaining an RFP package are noted below.

It is anticipated that, beginning in October 2017, the BAA will require the services of a CMR for both Pre-Construction and Construction Services. The selected CMR will contract directly with the Birmingham Airport Authority (BAA) under a Guaranteed Maximum Price (GMP) delivery.

The BAA has embarked on a QTA to accommodate future growth of the Rental Car Agencies and in accordance to the BAA Airport Master Plan.

The successful CMR shall provide Pre-Construction Phase Services and Construction Phase Services and will be required to furnish all materials, equipment, tools and labor as necessary to complete the assigned Pre-Construction and Construction Services. The CMR shall cooperate and work with the BAA, BAA's Program Manager, and Project Architect to complete each assigned task in accordance with Program schedule and in a manner consistent with the interests of the BAA. The design phase of the QTA has begun and is anticipated to be complete in early 2018 with construction commencing immediately thereafter and concluding in late 2019.

The RFP will require only the submittal of Proposals as the required response. In general, the requirements of the RFP will include, but is not limited to:

1. Experience in serving as a construction manager or general contractor on projects of similar size and complexity while keeping the existing rental car areas open and operating.
2. Experience in providing Pre-Construction services on similar projects including references.
3. Experience in successfully managing DBE participation as a construction manager or general contractor.
4. Experience in constructing LEED Certified buildings.
5. Demonstrated capacity to provide performance bond equal to the amount of the contract sum currently estimated to be approximately \$15 million.
6. Pricing delivery proposal form.

DBE Policy: It is the policy of the Birmingham Airport Authority (BAA) that DBE's as defined in 49 CFR Part 26 will have maximum opportunity to participate in the performance of all Authority projects and the Proposer will take the necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts.

The RFP will include a scope of services for the Pre-Construction and Construction Phases, the Proposals format with submission guidelines and selection information along with other information helpful in preparing the submission.

Qualified submittals in response to the RFP will be reviewed by the BAA and a shortlist of the best responses will be notified of their invitation to an interview with the Authority for purposes of the final selection of a CMR for the Project.

Beginning on Thursday, September 7, 2017, RFP packages may be acquired thru BAA's Website in PDF Format at:

www.flybirmingham.com/about-bhm/doing-business-at-bhm/

A Pre-Submittal Conference will be held on Thursday, September 21, 2017, at 10:00 a.m. local time in Meeting Room A, situated on the terminal's lower level near the Birmingham Police Sub Station Office, at the Birmingham-Shuttlesworth International Airport. Attendance at the Pre-Submittal Conference is mandatory for all prospective submitting parties and/or their representatives. A review of the RFP is highly encouraged prior to the conference.

All questions pertaining to this RFP will be entertained by the Birmingham Airport Authority (BAA) until 2:00 p.m. local time on Tuesday, September 26, 2017. All questions or requests for clarifications will be considered for response at the sole discretion of the Authority. Questions must be in writing and may be submitted via email to the attention of:

Gary Wright
Program Manager
Volkert, Inc.
2 Twentieth Street North, Suite 300
Birmingham, Alabama 35203
(205) 214-5500
gary.wright@volkert.com

Questions will be consolidated and a response for all relevant questions issued via email to all companies who requested an RFP.

Request for Proposals

Construction Manager at Risk
For
The Rental Car Quick Turn Around (QTA)
Project

Birmingham-Shuttlesworth International Airport
Birmingham, AL

August 28, 2017

Index

Section 1	Project Description
Section 2	Insurance Requirements
Section 3	Scope of Services Summary Pre-Construction Services Schedule Document Review Design Budget/Estimate Equipment Review and Coordination LEED Facilitation Cash Flow Analysis Subcontractor/Vendor Solicitation Construction Staging and Site Management Bidding and Construction Services Bidding Site Management Construction Management Schedule Construction
Section 4	Submission Requirements Submittal Tabs Required Information Procedures and Rights of the Authority Contacts and Questions Pre-Submittal Conference
Section 5	Selection and Award Information Evaluation Criteria
Exhibit	A BAA Contractor Insurance Requirements
Exhibit	B DBE Letter of Intent
Exhibit	C Site Plan of Proposed Project

Section 1 - Project Description

The Birmingham Airport Authority (Authority) is seeking a highly qualified Construction Manager at Risk (CMR) under a Guaranteed Maximum Price (GMP) contract to serve as a member of the Project Team in conjunction with the Authority, the Authority's Program Manager, and the Project Architect to provide preconstruction and construction services for the Rental Car Quick Turn Around (QTA) Facilities Construction Project. "Owner" in this Request for Proposals (RFP) refers to the Birmingham Airport Authority.

The Owner's objectives in this procurement are:

1. Obtaining of the early involvement and input of the CMR during the design.
2. Ensuring competitive market pricing for the QTA.
3. Enabling accurate budgeting of the project during the design phase.
4. Securing CMR guarantees of construction cost, coordination and schedule.
5. Enabling the separate packaging of multiple components of the project if necessary to meet project requirements.
6. Expediting project delivery within the limitations of the Guaranteed Maximum Price (GMP) form of contract.

The goal of the Owner's Rental Car Quick Turn Around (QTA) Facilities Construction project is to provide facilities to maximize functionality, visual attractiveness, and provide a high level of convenience. The Scope of Services for the QTA will include but not be limited to areas to accommodate the following:

1. Exclusive use and/or common use: vehicle fuel systems, fuel storage, fuel islands, fuel delivery and transfer operations, electric vehicle charging stations, and carbon monoxide exhaust systems.
2. Vehicle wash facilities/systems that include: wash bays and waste water management systems, hazardous materials capture and accountability systems, vacuum stations, and vacuum systems.
3. Exclusive use vehicle light maintenance bays that can accommodate: tire change, oil change, oil/waste oil storage, parts and material storage, maintenance bays, and other light maintenance areas.
4. Site development for drive, utilities, undergrounds treatment/storage tanks.
5. Security system to include: perimeter fencing and physical barriers, tire puncture gate, vehicle security, and observation systems.

Initial construction budget projections with a suggested construction value of \$15 million. However, the scope of the project may be modified by the Owner in order to ensure financing, rental car agency acceptance and other constraints including federal, state, and local requirements.

The schedule of the project calls for the completion of the schematic design phase and securing of a GMP not later than the end of October of 2017 and final occupancy not later than the end of 2019. This schedule is subject to change by the Owner.

The project may possibly be phased as it will be contingent upon the acquisition of property.

Section 2 - INSURANCE REQUIREMENTS

The Selected Firm/Contractor 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 in Exhibit A: "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 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.

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 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 to negligence and all tort liability applicable to BAA ,its employees, and its directors, pursuant to Ala. Code § 4-3-7 (1975), Ala. Code § 4-3-50 (1975), Ala. Code § 23-1-383 (1975), and in Ala. Code § 4-3-47 (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.

Section 3 – Scope of Services

Summary

The Authority intends to bring the CMR team into the project during the early stage of the design process and the CMR shall become a member of the Owner's Project Team, consisting of Owner, the Owner's Program Manager, and Architect. The CMR must have demonstrated experience in the delivery of pre-construction services and shall be responsible for construction cost estimates and construction budget control. The CMR will be expected to work collaboratively with others on the Project Team by reviewing the design during the entire process to ensure constructability, value analysis, phasing and scheduling, DBE participation, LEED implementation and the direction of all construction activities.

The CMR must comply with the requirements of all applicable federal, state and local laws and regulations. The CMR and all its subcontractors must not have been declared ineligible should FAA or other federal funding be included in the project. Prior to the commencement of construction phase services and subsequent to the completion of the Contract Documents, the CMR shall furnish to the Owner a Guaranteed Maximum Price (GMP) for the entire construction phase consistent with the agreed upon construction budget and the Owner's DBE goals for the project.

The pre-construction phase services will commence not later than October 2017 and will continue through the completion of the design documents and the bidding of all phases of the work for the entire program. The Owner reserves the right to make changes in the schedule as requirements of the project dictate.

The Owner at its discretion may also elect to add additional project staff on a contract basis to the Project Team at some point prior to the completion of the Design Phase of the Project.

Pre-Construction Services

A. Schedule

1. The CMR shall collaborate and cooperate with the Owner, Program Manager, and the Design Team in the development of a Master Pre-Construction Schedule beginning with the Design Development Phase and ending with the award of the GMP. The Master Pre-Construction Schedule should be realistic and achievable and should be distributed to the Project Team and monitored regularly during design phase review meetings to ensure a timely design phase and a prompt construction start date.
2. The pre-construction schedule will outline key milestones including but not limited to design phases, budget delivery dates, owner submission and review dates, agency review dates, release of documents dates for intermediate and final pricing and tentative bid dates. The schedule should also identify long lead items and significant Owner Furnished Equipment, if any, that does require early procurement.

3. Concurrent with the submission of each design budget reconciliation, as defined below, the CMR shall submit to the Owner an updated Critical Path Method (CPM) schedule or other suitable schedule method suitable to the Owner reflecting any revisions in the Project Budget that will affect the construction schedule. Activity detail on the schedules should directly correspond to the budget line items.
4. Concurrent with the submission of a reconciled budget estimate for each phase of the Work, the CMR shall provide pertinent information and assist in the development of a Master Construction Phase Schedule beginning with the CMR's mobilization and ending with Occupancy. The Schedule shall include, at a minimum, the Specification Divisions of the Work, as defined in the Architect's Specifications (Construction Specifications Institute Format) required to adequately represent to the Owner the complete Scope of Work and define the projects critical path and associated activities.

B. Document Review

1. Pre-Construction Services review meetings shall be held twice monthly through the Design Development Phase and monthly during the Construction Documents Phase.
2. The CMR will develop and maintain an Issues and Answers Log (web-based or computer generated) during the Design Phases to aid in the prompt transfer of information between all members of the Project Teams. The Log will be monitored and updated on a continual basis and addressed at review meetings.
3. The CMR shall provide regular input to the entire Project Team on issues of constructability, budget/schedule impact, and phasing as specific phases of the overall design are developed to ensure the project is within budget and schedule parameters.
4. The CMR shall at no additional cost to the Owner engage the services of outside consultants or subcontractors in the review and budgeting of particular building systems or issues but with no commitment to award the component of the work in which they have assisted in estimating.

C. Design Budget/Estimates

1. Budget Estimate (1): Based on Schematic Design Documents, the CMR will prepare a comprehensive budget estimate with complete price breakdown and detailed listing of Proposals and assumptions. The budget will be presented in the format approved by the Authority that reflects the various sources of funds applicable to various aspects of the Project. The CMR will then participate in a reconciliation meeting with the Architect and the Architect's Cost Consultant to arrive at a consensus budget estimate for approval by the Owner.
2. Budget Estimate (2): Based on completed Design Development Documents, the CMR will prepare a comprehensive budget estimate using a detailed quantity survey method. The budget estimate should clarify most of the Proposals and assumptions contained in Budget Estimate No. 1. A similar reconciliation exercise will be performed as in Budget Estimate No. 1 for approval by the Owner.

3. Budget Estimate (3): Upon 65% completion of the Construction Documents, the CMR shall prepare a GMP based on the 65% Construction Documents. The CMR shall furnish a summary describing any inconsistencies, delays or problem areas that could impact budget parameters and final delivery of the Project. The CMR shall take into account the phasing of the Project in the GMP. The summary will be submitted with a complete and detailed price breakdown along with further clarifications of any Proposals and assumptions, the CMR shall participate in a reconciliation meeting with the Architect's Cost Consultant for approval by the Owner.
4. Final Budget Estimate: Upon 100% completion of the Construction Documents, the CMR will prepare a Final Budget Estimate based on the completed documents. If within the budget parameters set by the Owner, the Owner may accept the Final Budget Estimate and finalize a contract for construction. The CMR shall specify within each budget estimate the fee for overhead and profit.
5. Value Analysis: Concurrent with the submission of each Budget Estimate, the CMR shall provide value analysis options with associated costs. The CMR shall review the options with the Project Team and incorporate selected options into the Budget Estimate.

The CMR recognizes that the estimates noted above are the minimum number that will be required to fulfill the CMR's role as a member of the Project Team during the pre-construction process. The CMR will be expected to provide cost comparisons for various building components and systems including LEED that may impact the project budget so that the most appropriate choices will be incorporated in the design of the project. The CMR shall also provide estimates to the Project Team of all construction related costs to be paid directly by the Owner such as permitting. Budget Estimates and GMP Documents shall include estimates of all applicable tax savings for which the Owner is eligible.

D. Equipment Review and Coordination

1. The CMR, as a part of the Project Team, shall assist in the reviewing and budgeting of Owner Furnished Equipment and Furnishings, material and installation costs, and other exposures that could potentially affect the Budget Estimate to ensure that all costs are accounted for.
2. During the pre-construction phase of the Project, the CMR shall identify, bid and place purchase orders for long lead time equipment as required.

E. LEED Facilitation

1. The CMR, as a part of the Project Team, will work to facilitate the incorporation of sustainable practices, building systems and components into the design and construction process, making suggestions and providing cost analysis of LEED options when requested. The CMR is required to have LEED accredited personnel engaged in the Pre-Construction and Design Phases of the Project to ensure that the Contractor's responsibilities are executed in accordance with LEED requirements.

F. Cash Flow Analysis

1. Concurrent with the submission of each Budget Estimate and the Master Construction Phase Schedule, the CMR shall submit a cash flow analysis for the overall construction duration of the Project showing projected monthly billings for completed work in place and the accumulated billings to date along with the percentages of completion. The CMR will be expected to maintain the cash flow analysis through the duration of the Project.

G. Subcontractor/Vendor Solicitation

1. The CMR will promote the interest of local and regional bidders and develop a master list of Vendors and Subcontractors that have shown interest in submitting bid packages for the Project. The list should include only companies that are qualified.
2. The Goal for participation by Disadvantaged Business Enterprise (DBE) program is established by the Authority. The CMR shall be familiar with the terms and conditions of the Program and shall use its best efforts to comply with the goal. The CMR shall present a preliminary plan at the outset of the Pre-Construction Phase outlining how it will achieve the goals and will confirm that plan concurrent with the submission of the GMP at the end of the Pre-Construction Phase.
3. The CMR will be responsible for tracking the participation of local, regional and DBE bidders on a monthly basis to the Owner including those used as a part of the General Conditions.

H. Construction Staging and Site Management

1. The CMR will work with the Project Team, including such stakeholders as the Authority shall determine in developing a Site Management Plan detailing the various phases of the work and the staging of construction operations. The plan will include vehicular access to and from the site, construction parking, the location of temporary facilities, the location of hoists, cranes and other equipment, locations of barricades and construction fence and protection of the public during construction.

Bidding and Construction Phase

A. Bidding

The CMR shall:

1. Publish a bid calendar and publish required notices.
2. Manage, facilitate and coordinate the bid phase.
3. Print, assemble and distribute sub-contractor contract document work packages for bidding confirming that all requirements have been met.
4. Receive and hold all insurance certificates, performance and payment bonds, and other required start-up documents.
5. Establish and conduct pre-award meetings and pre-construction meetings.

6. The CMR may self-perform some level of work, to be determined in accordance with the Contract Agreement, however, the CMR must evidence a competitive price submitted in advance of other subcontract prices to the satisfaction of the Owner.

B. Site Management

1. The CMR shall collect and coordinate site-specific safety and security plans from each subcontractor, set up procedures to hold all subcontractors accountable for meeting safety and security requirements in the Project Manual and in their respective Safety and Security Plans.
2. The CMR shall be responsible for obtaining building permits for the Owner.

C. Construction Management

1. Monitor the work and report any non-compliant items to the Architect and the Project Team. Make recommendations and submit plans of correction to the Architect and Project Team for review and approval. Implement accordingly.

D. Schedule

1. CMR shall be responsible for all schedules and the coordination of all work items contained therein. The CMR shall update the schedule not less than monthly indicating the projected and scheduled end date, noting all float and showing all progress. At each Owner, Architect, Construction Manager (OAC) Meeting, the CMR shall provide a six-week near term schedule.
2. The CMR shall notify the rest of the Project Team within a week of any schedule slips along with a strategy to correct and recover lost time.

E. Construction

1. The CMR shall provide supervision as required to coordinate the work of all contractors/subcontractors with each other and the activities of the CMR and the rest of the Project Team. The CMR shall ensure that the construction of the work is in strict accordance with the Construction Documents within the time and price agreed to the GMP. The CMR shall award and enter into, as a general contractor, all subcontracts necessary and appropriate to provide all labor and materials for the construction of the Project.
2. The CMR shall provide project management as required to implement the overall plan and achieve the cost, schedule, quality, safety and security goals of the Owner.
3. The CMR shall coordinate with various local, federal and state agencies, as well as utility companies.
4. The CMR shall facilitate and document all communications to and from subcontractors, the Owner, Program Manager and the Architect. The CMR shall log all communications items and shall measure and report the time with which the activities occur.

5. The CMR shall document all communications and the facts related to claims to the rest of the Project Team.
6. The CMR shall provide coordination and administration of security on the project on behalf of and in coordination with the Owner.
7. The CMR shall create and implement written payment procedures for all subcontractors, which must be approved by the Owner. They will also be required to provide a Partial Release of Liens from each subcontractor for payment they received in the previous month.
8. The CMR shall develop and monitor an effective system of cost control, reflecting current cost claims against the budget, and projecting costs to complete on a monthly basis.
9. The CMR shall receive all submittal items from subcontractors and vendors review them for general conformance with the contract documents and the work plan, and forward to the Owner. The CMR shall keep a submittal log and monitor the scheduling of submittals so as to allow adequate time for review by the rest of the Project Team and shall maintain and make available at the Project site updated records of subcontracts, shop drawings, submissions, samples and manuals.
10. The CMR shall maintain current as-built and record documents at the site.
11. The CMR shall coordinate the delivery and unpacking of all Owner supplied materials and equipment that is not being received by the subcontractor of the Owner.
12. The CMR shall coordinate the close-out commissioning process including the training of appropriate Owner personnel in the operation of equipment installed as a part of the Project and the LEED commissioning.
13. The CMR acknowledges and understands that the Owner will initially engage the CMR to perform pre-construction services in connection with the Project. The CMR further acknowledges and agrees that in submitting a Proposals in response to the RFP, the Owner shall not be obligated to engage the CMR to construction or build the Project and the Owner specifically reserves the right to retain another entity or contractor for the construction phase of the Project.
14. The CMR shall be responsible for the documentation of all DBE participation in the construction phase in accordance with the policies and requirements of the Owner (see Attachment A).
15. In order to ensure that the Owner's exempt status from sales and any use taxes is maintained, the Owner shall designate the CMR as its Purchasing Agent for the limited purpose of executing purchases of materials for this Project.
16. The CMR shall provide a one year warranty on all material and workmanship.

Section 4 – Submission Requirements

It is the intention of the owner to execute a contract with one prime or multiple firms (joint venture), hereinafter referred to as “Submitting Firm”. The Submitting Firm will be held solely responsible for the execution of the entire project. It is expected that the Submitting Firm may desire or need the services of sub consultants to undertake various elements of the project and to satisfy DBE requirements. In the events that Sub Consultants are anticipated, the RFP submittal shall identify the proposed Sub Consultants and the specific work elements each will be responsible for completing.

Should the proposing entity be a joint venture of any kind, the following information shall be submitted for both firms and should clearly identify the contractual arrangement between the joint venture companies and the roles and responsibilities of each.

All submittals become the property of the Owner and the Owner assumes no liability for disclosure or use of information or materials submitted.

The company or joint venture selected by the Authority to perform these services will enter a non-exclusive agreement with the Authority, and the Authority shall have the right to contract for all or any portion of the projects with the selected company or joint venture. The form of agreement between the Owner and Construction Manager at Risk shall be provided to the shortlisted firms, along with the General Conditions, and any Supplementary Conditions as determined by the Owner prior to oral presentations. The Scope of Services contained in this RFP, although not inclusive, shall become a part of the proposed Agreement between the Owner and Construction Manager.

Submitting companies must submit ten (10) hard copies and one (1) electronic copy of their Proposals containing not more than 20 single pages (40) pages both sides including photographs) excluding tabs, and placed in a standard 3-ring binder with each section of the submittal tabbed as follows:

Submittal Tabs:

- A. Corporate Information/Responsive to Proposals
- B. Project Understanding
- C. Relevant Experience
- D. Staffing Plan / Proposals
- E. DBE Participation Plan
- F. Location of Firms
- G. References
- H. Pricing Delivery Proposals Form

Required Information

A contract will be awarded based upon a series of responses to the following tabbed sections of the RFP in addition to a negotiated fee.

- A. Corporate Information//Responsive to Proposals
 - 1. Brief history of the company, including present ownership and key executives. (Please note if the company has been debarred for any reason thus preventing the Owner from utilizing any federal or state funding for the Project).

2. Evidence of the company's financial capacity to provide a performance bond of up to \$15 million.
3. Location of corporate headquarters and the location of the office that will handle this project.
4. A company organizational chart.
5. A description of the company's quality control and safety programs and their bearing on this Project. Include worker's compensation Experience Modification Rate for the last 5 years.
6. A description of the company's in-house pre-construction services capabilities.
7. A brief description of project disputes and/or claims in the last 5 years reaching a formal dispute resolution stage noting the parties and the monetary amounts involved.
8. All information/tabbed sections included in package.

B. Project Understanding

1. Describe the company's approach to pre-construction services, including its capabilities in estimating, scheduling and project management. Describe the company's approach to pre-construction and construction phase services in the context of the scope outlined in this RFP. Describe how the company stays abreast of current technologies, innovative practices and current market pricing structure. Describe how the company will provide effective estimating for key subcontractor areas of responsibility such as HVAC, electrical and plumbing components during the budgeting phase.

C. Relevant Experience

1. The company's current and average construction volume during the past 5 years.
2. The company's aviation experience or experience on projects of similar size and complexity during the last 5 years and the project locations.
3. Provide a description of 3-5 current or past projects of similar size and complexity where the company served either as CM at risk, CM as agent, or the general contractor and the following information for each:
 - Owner name, address and telephone number of contact person
 - Completion date
 - Brief description of the project and major elements and special challenges
 - Project size in square feet – separate new construction from renovation
 - Photographs of project
 - Contract type
 - Contract amount: budget, actual and change order value
 - Construction value
 - Note if company supplied pre-construction services

Emphasis will also be placed on the following items:

Projects that

- a. are valued in excess of \$15 million,
- b. involved both renovation and new construction,
- c. must be kept in operation during construction,
- d. required DBE facilitation,

- e. the company has provided pre-construction and construction phase services under a GMP type agreement
- 4. The company's experience in building LEED certified buildings.
- 5. During the performance of this Agreement, the successful Respondent, for itself, its assignees and successors in interest agrees as follows:

a. *Compliance with Regulations.* The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

b. *Nondiscrimination.* The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color or national origin, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Agreement covers a program set forth in Appendix B of the Regulations.

c. *Solicitations for Subcontractors, Including Procurement of Materials and Equipment.* In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, either potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

d. *Information and Reports.* The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Owner to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Owner as appropriate, and shall set forth what efforts it has made to obtain the information.

e. *Sanctions for Noncompliance.* In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, Owner shall impose such contract sanctions, as it may determine to be appropriate, including, but not limited to:

- o Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
- o Cancellation, termination, or suspension of the Agreement, in whole or in part.

f. *Incorporation of Provisions.* The Contractor shall include the provisions of paragraphs A through E in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Owner may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Owner to enter into such litigation to protect the interests of Owner and, in addition, the Contract may request the United States to enter into such litigation to protect the interest of the United States.

6. Summarize the company's experience in using and mentoring disadvantaged businesses in projects of similar size and scope and provide recommendations for attaining the Owner's DBE goals. Provide written assurances of the company's ability and intention to use its best efforts to meet the DBE participation goal of **22%** contained in this RFP, for both pre-construction and construction phases.
7. The CMR will be asked to provide a Contractor Controlled Insurance Program (CCIP) for the Project. Note your experience with CCIP programs and your comments as to its value on this Project. Describe additional coverages that will be provided by your company and subcontractors covering risks not covered by the CCIP.

D. Staffing Plan / Proposals of Propose Team

1. Provide a chart identifying key individuals on the pre-construction and construction phase team(s) and their respective responsibilities. Indicate who will be on site and which will not.
2. Submit current resumes of the proposed team members including their experience and Proposals (one page) and specifically identify their experience on projects of similar size and complexity.

E. DBE Participation Plan

Describe your DBE participation plan and its potential to meet the DBE goals for this project. State whether you will meet or exceed the DBE goals for this project.

F. References

A list of references for the Submitting Firm and any sub consultants involved in the project for similar work performed at other airports and/or locations.

G. Complete the attached "Pricing Delivery Proposals" form below:

Pricing Delivery Proposal

Proposals of: _____
(Respondent's Company Name)

To: Gary Wright
Program Manager
Volkert, Inc.
2 20th Street North, Suite 300
Birmingham, Alabama 35203

Project Name: Rental Car Quick Turn Around (QTA) Facilities Project

RFP No: PD0005

Having carefully examined all the requirements of this RFP, and any attachments, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

Establishment of the Construction Manager's Budget Limitation:

The Owner has established a Construction Manager's Budget Limitation (CMBL) amount of \$15,000,000, which includes the Pre-Construction Phase Fee and the Construction Services Guaranteed Maximum Price Proposals.

Respondent's Pre-Construction Phase Fee: The Respondent shall identify a Pre-Construction Phase Fee.

Respondent's Pre-Construction Phase Fee \$ _____

Establishment of the Construction Cost Limitation: Using the CMBL and the Respondent's Pre-Construction Phase Fee identified above, the Respondent shall identify the Construction Cost Limitation (CCL),

Construction Manager's Budget Limitation (CMBL) \$ 15,000,000.00

Owner's Construction Contingency (less) \$ 500,000.00

Respondent's Pre-Construction Phase Fee (as identified above) (less) \$ _____

Respondent's Construction Cost Limitation (equals) \$ _____

Respondent's Construction Phase Fee: Using the CCL identified above, the Respondent shall identify a Construction Phase Fee percentage.

Respondent's Construction Phase Fee Percentage _____%

Respondent's Estimated Construction Phase Fee Amount *(equals)* \$ _____
(percentage times the CCL above)

Respondent's General Conditions Percentage _____%

Respondent's Estimated General Conditions \$ _____
(percentage times the CCL above)

Total Construction Duration *(Notice to Proceed to Substantial Completion)* _____ months

Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

Procedures and Rights of the Authority

Proposals must be submitted in a sealed container(s) labeled "Statement of Proposals for Construction Manager at Risk for the Rental Car Quick Turn Around (QTA) Facilities Project, Birmingham-Shuttlesworth International Airport" to:

Gary Wright
Program Manager
Volkert, Inc.
2 20th Street North, Suite 300
Birmingham, AL 35203

Responses to this solicitation received after 2:00 p.m. on Thursday, September 28, 2017 will be returned unopened. The risk of the delivery shall be the sole and absolute responsibility of the proposing entity.

The Authority shall not be liable and prospective submitters shall not be reimbursed for any costs or expenses incurred in the preparation and submission of their Proposals. The RFP constitutes an invitation to submit a Proposal to the Authority.

The Authority may in its sole discretion exercise the following rights and options with respect to the RFP process:

1. To waive any irregularities in submittals received after notification to proposers affected.
2. To request additional information.
3. To modify dates at its discretion.
4. To select and enter into an agreement with the company whose Proposal best satisfies the interest of the Authority and not necessarily on the basis of any single factor.
5. To accept, reject, or negotiate modifications to any submittal as the Authority in its sole discretion deems to be in its best interest.
6. To conduct investigations with respect to the Proposals of each submitting party.
7. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of submittals, and the negotiation and award of any contract.

The submission of a Proposal in response to this process constitutes an invitation to negotiate with the Authority and is not a bid. The submission of a Proposal in response to this process does not impose any legal obligation upon either the Authority or the person submitting the statement, nor does it create any contractual or quasi-contractual relationship between them.

All Proposals shall become the property of the Authority. Only those firms responding to this solicitation and having tendered their response which meet the requirements herein specified will be considered for the service contemplated regardless of prior contract with the Birmingham Airport Authority, or other agencies, departments or personnel.

By: _____
Gary Wright, Project Manager
Volkert, Inc.

Date: _____

Contact and Questions

Written questions pertaining to this RFP will be entertained by the Birmingham Airport Authority until 2:00 p.m. local time, Tuesday, September 26, 2017. All questions or requests for clarification will be considered for response at the sole discretion of the Authority. Questions must be in writing and may be submitted via email to the attention of:

Gary Wright
Program Manager
Volkert, Inc.
2 20th Street North, Suite 300
Birmingham, AL 35203
(205) 213-1777
gary.wright@volkert.com

Questions will be consolidated and a response issued for all relevant questions via email to all companies who requested an RFP.

Submitting parties and affiliates thereof are requested not to initiate contact with the Authority's Executive Leadership or members of the Authority's Board.

Pre-Submittal Conference

A pre-submittal conference for firms intending to respond to the RFP will be held on Thursday, September 21, 2017, at 10:00 a.m. local time in Meeting Room A, at the Birmingham Airport Authority located on the lower level of the terminal building, Concourse C at the Birmingham-Shuttlesworth International Airport.

Attendance at this conference is highly encouraged for all firms planning to participate in the submittal process for this project. Firms intending to respond to this RFP should have requested and reviewed a copy of the RFP in advance of the meeting.

The purpose of this meeting is to provide an opportunity for those interested parties to present their questions regarding the Request for Proposals (RFP).

Section 5 – Selection and Award Information

The Birmingham Airport Authority (Authority) intends to form a committee to review all of the responses to this RFP and to certify, from those qualified responses to this solicitation, a short list of firms based solely on the selection criteria outlined in this RFP. Those on the short list may be requested

to participate in an oral interview/presentation process with the Board or a Committee of the Board of the Authority. The format for the interviews and the schedule will be published concurrent with the notification of the short-listed companies. In general, the interviews will afford each proposer the opportunity to establish its competitive advantage and promote the Proposals of its team and approach to the project.

Submitting entities are encouraged to supplement their Proposals with any additional and/or miscellaneous information that they would deem relevant for consideration by the Authority in evaluating the overall quality of their Proposals and/or their ability, experience, and background in performing the Scope of Services as requested herein.

Under no circumstances, however, is the Authority obligated to award the project to any of the firms responding to this Request for Proposals; and further, the Authority reserves the right to reject any and/or all responses to this solicitation and initiate a separate or renewed selection process .

Evaluation Criteria

The evaluation criteria which will be used in the selection of the CMR team are as follows:

Section A. Prior Experience on Similar Projects (0 to 40 Pts)

Cite experience of firm and team having performed within the past five years, or currently performing similar type Rental Car QTA Facilities for airports or projects of similar size and complexity.

Cite experience of firm and team having performed within the past five years, or currently performing similar type Rental Car QTA Facilities for airports or projects of larger size and complexity.

Cite experience of firm and team having performed within the past five years or currently performing similar type work for municipal, institutional, academic, private, military or federal agencies, companies and/or organizations.

Cite experience with past five years on projects with demonstrated success in coordinating and involving multiple Stakeholders for the project.

Demonstrated experience within five years on similar project resulting in the success in meeting, factoring in, and complying with all local, state, and federal agencies.

Cite experience within past five years of firm and teams success in fulfilling the requirement of this RFP's scope of services in concurrence with all time constraints.

Indicate firm/team's previous experience in the development of a comprehensive budget model for the project, and the success of such models when utilized by the client.

Firm/team's history of maintaining a stable and dependable workforce for the duration of the entire project.

History of firm/team's commitment to keeping contract escalations and modifications to a minimum.

Cite firm and team's history in assembling a team/group on previous similar type projects.

Section B. Availability of Key Personnel (0 to 20 pts.)

Indicate experience of Key personnel in managing similar projects for airports, municipalities, and other institutions and/or organizations for the past five years.

Indicate communications skills and ability to effectively relate and present to a vast complexity of audience.

Indicate the level of knowledge of Key Personnel related to the involvement of multiple Stakeholders (City, County, Federal, Community, Regulatory, and grass roots) in matters related to incorporated and enfranchising ideas and recommendations for the project. Cite the number of successful projects Key Personnel have been involved over the past five years.

Commitment of firm and team to maintaining Key Personnel for the duration of the project.

Section C Technical Capabilities of the Firm/Team (0 to 10 pts.)

Knowledge of applicable software requirements as needed for this project.

Section D. DBE Participation (0 to 20 pts.)

The BAA has adopted a 22% DBE goal as part of this project. Firms are urged to obtain the DBE project goal.

Section E. Pricing and Delivery Proposal (0 to 10 pts.)

Indicates Construction Manager's Budget Limitation Amount

Indicates Pre-Construction Phase Fee Amount

Indicates Construction Phase Fee Amount

Indicates General Conditions Amount

Indicates Construction Duration

The firm selected by the Birmingham Airport Authority to perform the CMR at Risk services will enter into a non-exclusive agreement with the Authority, and the Authority shall have the right to contract for all or any portion of the project with the selected firm or team of firms, contingent upon availability of funds.

A summary timetable of this solicitation and related events:

Advertisements	September 7, 2017 – September 28, 2017
RFP Available	September 7, 2017 – September 28, 2017
Pre-Submittal Conference	September 21, 2017
Last Date for Submission of Questions	September 26, 2017
Proposals Due	September 28, 2017
Notification of Shortlist Firms	October 5, 2017
Interviews and Final Selection	October 16, 2017
Contract Negotiations	TBA
Assignment Begins	TBA

Issued By: _____

Gary Wright
Program Manager
Volkert, Inc.
2 20th Street North, Suite 300
Birmingham, AL 35203

EXHIBIT A: BAA CONTRACTOR INSURANCE REQUIREMENTS

It is highly recommended that each Submitting Firm request that its current insurance broker/agent review the insurance requirements in this Contract before completing and submitting a Proposal, so each Firm 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 Proposal 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.

The 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):

EXHIBIT A: BAA CONTRACTOR INSURANCE REQUIREMENTS
CONTRACTOR 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	\$2,000,000
Professional Liability	\$2,000,000

Exhibit B

DBE LETTER OF INTENT

*****Failure to complete this statement may be grounds for rejection of Bid. *****

Name of Prime Bidder's Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Prime Bidder's Contract Amount: \$ _____

Percentage of Contract Amount performed by Prime Bidder: _____%

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Prime Bidder's Contract Amount: \$ _____

Identity of DBE (e.g. Hispanic, American Indian, Black, Female, etc.) _____

Check the appropriate box if the DBE is a material supplier:

___ Materials and supplies obtained from a DBE Manufacturer (counts as 100% towards goal)

___ Materials and supplies obtained from a DBE Regular Dealer (counts as 60% towards goal)

Description of work to be performed by DBE firm:

Amount of Subcontract: \$ _____

Subcontract Percentage of Prime Bidder's Contract Amount: _____%

COMMITMENT

The Prime Bidder is committed to utilizing the above-named DBE firm for the work described above:

By: Print Name: _____ Date: _____

(Signature of Authorized Representative) (Title) (Name of DBE Firm)

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Print Name: _____ Date: _____

(Signature of Authorized DBE Representative) (Title) (Name of DBE Firm)

in this Letter of Intent and Affirmation will be null and void.

If the Prime Bidder does not receive award of the prime contract, any and all representations in this Letter of Intent will be null and void.

EXHIBIT C: Site Plan

