



April 4, 2024

TO: All Plan Holders & Pre-Bid Conference attendees

SUBJECT: Birmingham-Shuttlesworth International Airport
Birmingham, AL
Taxiway H Connectors Rehabilitation
RS&H No. 1048-0207-004
BAA No. AF049
FAA AIP No. 3-01-0014-125-2024
ADDENDUM NO. 1

Addendum No. 1 for the above referenced project has been published. All Registered Plan Holders have been electronically notified and can download Addendum No. 1 documents via the BisCom file delivery server. Security protocols restrict access to Registered Plan Holders only. Files will be automatically deleted after 7 calendar days.

Please find attached the Documents for the above referenced Addendum No. 1.

This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order. **ACKNOWLEDGE RECEIPT OF THIS ADDENDUM (Pages 1 thru 5 and attachments) BY INSERTING ITS NUMBER AND DATE IN THE PROPOSAL FORM.**

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt Thomason', written over a horizontal line.

Matt Thomason, PE
Project Engineer

cc: File

BIRMINGHAM-SHUTTLESWORTH INTERNATIONAL AIRPORT

Birmingham, AL

ADDENDUM NO. 1

For

TAXIWAY H CONNECTORS REHABILITATION

RS&H No. 1048-0207-004
BAA No. AF049
FAA AIP No. 3-01-0014-125-2024



RS&H Alabama, Inc.
Mobile, AL

April 4, 2024

ADDENDUM NO. 1

This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order. **ACKNOWLEDGE RECEIPT OF THIS ADDENDUM (Pages 1 thru 5 and attachments) BY INSERTING ITS NUMBER AND DATE IN THE PROPOSAL FORM.**

GENERAL

1. The BID DATE and BID TIME remains **UNCHANGED by this addendum.**
2. The BID DAY is **CHANGED in this addendum:**
 - a. The DAY of the bid opening will be Wednesday, April 17, 2024.
3. The BID LOCATION remains **UNCHANGED by this addendum.**
4. The DBE Participation Goal for this project is **CHANGED** to 19%.
5. The following documents are incorporated into the contract by this addendum:
 - a. Pre-Bid Conference Minutes, dated March 26, 2024.
 - b. Pre-Bid Conference Sign-In Sheet, dated March 26, 2024.
 - c. Pre-Bid Conference Presentation Slides, dated March 26, 2024.

MODIFICATIONS TO INVITATION TO PROJECT MANUAL

6. Specification 00020 Invitation to Bid –
Bid Opening date clarified to be Wednesday, April 17th, 2024 instead of Thursday, April 17th, 2024 as originally stated.
7. Specification 00020 Invitation to Bid –
DBE Participation Goal **CHANGED** from 23% to 19%.
8. Specification 00030 Instructions to Bidders, Paragraph 9 –
DBE Participation Goal **CHANGED** from 23% to 19%.
9. Specification 00054 Disadvantaged Business Enterprise Data –
DBE Participation Goal **CHANGED** from 23% to 19%.
10. Specification 00270 Disadvantaged Business Enterprise Program, Paragraph 270.06 –
DBE Participation Goal **CHANGED** from 23% to 19%.

MODIFICATIONS TO PLAN SHEETS

11. N/A

RESPONSES TO BIDDERS' QUESTIONS

1. **Question:** Need some clarification on Days and Dates. April 17th is on a Wednesday. Is the day or date wrong?
Answer: Bid opening date is Wednesday, April 17th. See revised Section 00020 - Invitation to Bid attached in this addendum.
2. **Question:** Crack sealing more than double from previous bid, is there a particular taxiway that accounted for this increase? It would be good to know for scheduling purposes.

Answer: The bid quantity of crack-sealing was increased due to another year of aircraft loading on the pavement. A reassessment of the surface conditions of the taxiways has not been performed since the 2023 bidding of this project. There is not one particular taxiway that accounts for this increase, but it can be noted that Taxiway H2 is exhibiting the highest density of pavement surface cracking of any of the connectors in this project. The quantity of crack-sealing included in the bid documents for this project is anticipated to be a conservative estimate of the quantity that will be needed to construct the project.

3. **Question:** Will pay items be added for topsoil and sod?

Answer: Per specifications T-904 & T-905, all costs associated with furnishing and installing topsoil and sod shall be incidental to Item T-904-1, "Turf Shoulder Restoration". Refer to Sheet C610, Detail 1.

4. **Question:** If additional drainage other than what is shown on the plans at the haul road is required how will this be paid for?

Answer: Drainage elements shown on Sheet G005 are the Engineer's best assumption of the minimum drainage required, as survey data is not available in this area. Any miscellaneous grading and drainage needed to ensure ponding does not occur on the airfield is the responsibility of the contractor, and incidental to Item G-105, "Construct Temporary Haul Road".

5. **Question:** Will the entire temporary haul road be removed at the end of the project? Will the paved section stay in place or be removed?

Answer: The Temporary Haul Road constructed in this project will remain in place at the completion of construction. Removal of this road is not within the scope of this contract.

6. **Question:** No Friday "B" zone work. Can we work Sunday nights?

Answer: Yes.

7. **Question:** What is the average number of IFR nights per year? When do most of these occur?

Answer: IFR conditions are established when the weather conditions at the Airport present a ceiling less than 1,000 ft AGL and/or visibility less than 3 miles. Historically, the Airport has not entered into IFR conditions more than five times in a fifty-day period. Please note that this is historical data and the Airport cannot guarantee weather conditions for this project.

8. **Question:** Can we get cores or can we perform cores on the pavement inside Gate #73 to determine the thickness? This would be helpful to know how the existing asphalt/concrete is going to hold up to construction traffic.

Answer: At the time of this addendum, there are not any known cores or data available attesting to the pavement section at this location. If information is discovered prior to the bid opening, it will be shared to all bidders via addendum.

9. **Question:** Grading plan shown on C401(36), is this finished grade? We are not sure these exact grade lines are achievable with conventional asphalt paving equipment. See attached sketch. The red lines are straight, the proposed grade lines are not. To achieve contour lines with a bow or swale will be difficult. See attachments "H1 - Stn 3.0 CS" and for examples.

Answer: For the specific cases mentioned, the grade break at H1-Sta. 3+00 is an existing site feature (per survey provided to the Engineer), and the proposed surface is matching existing in this area. The H1-Sta.6+50 cross section overlaps cross-sections for Stations 5+00, 5+50, and 6+00, and is therefore showing elevation data that is parallel to the station sample line, which is why there appears to be a "swale" like grade. Refer to the cross sections for Stations 5+00, 5+50, and 6+00 for a more accurate depiction of the cross-slopes within the intersection radius.

Please note: In general, the Engineer will work with the selected Contractor to make minor adjustments to the proposed paving grades for ease of construction, as long as applicable FAA taxiway surface grade requirements are met.

LIST OF ATTACHMENTS

1. Pre-Bid Conference Minutes, dated March 26, 2024.
2. Pre-Bid Conference Sign-In Sheet, dated March 26, 2024.
3. Pre-Bid Conference Presentation Slides, dated March 26, 2024.
4. Planholders List, as of March 26, 2024.
5. Project Manual Volume 1, Specification 00020 Invitation to Bid
6. Project Manual Volume 1, Specification 00030 Instructions to Bidders
7. Project Manual Volume 1, Specification 00054 Disadvantaged Business Enterprise Data
8. Project Manual Volume 1, Specification 00270 Disadvantaged Business Enterprise Program

END OF ADDENDUM NO. 01

PRE-BID MEETING MINUTES
TAXIWAY H CONNECTORS REHABILITATION
BIRMINGHAM SHUTTLESWORTH INTERNATIONAL AIRPORT
RS&H PROJECT NO. 1048-0207-004
FAA AIP NO. 3-01-0014-125-2024
March 26, 2024
2:00 PM (Central Time)

1. **Introduction of Personnel and Sign In:**

2. **Project Description:** The project scope is generally described as:

The existing asphalt taxiway pavement connecting Taxiway H to Runway 6-24 at BHM is exhibiting cracking and deterioration, indicating that the surface course is at the end of its usable life. Additionally, future airfield improvements at BHM may require these taxiway connectors to support aircraft loads greater than what they were design for and what they currently experience. Therefore, additional asphalt strengthening will be required in certain sections of some of the connector taxiways.

Project consists of the milling of asphalt surface course, construction of asphalt leveling course for strengthening and grading corrections, and installation of an asphalt surface course on taxiway connectors H1, H2, H3, and H4. Construction will also include all associated pavement markings (temporary and permanent), associated erosion control and site restoration, as well as all associated safety and security measures. All construction on the project shall occur during nighttime hours between 8:00 PM and 4:00 AM (local time). Work inside the Runway 6-24 RSA will be performed nightly under a complete closure of the runway between the hours of 12:00 AM and 4:00 AM.

Changes from 2023 project bid documents:

- Extended calendar-day durations for construction phases
- Addition of winter shut-down period
- Addition of temporary construction haul road from west
- Rehabilitation of Taxiway H2 no longer includes strengthening
- Removal of infield grading work at Taxiway H3 and Taxiway H
- Clarification of restoration work along pavement edges

3. **Plans and Specifications:**

Bid documents are available by electronic delivery only for \$25.00. To obtain contract documents, contact:

Colin Brinkman
RS&H Alabama, Inc.
358 St. Louis Street, Suite C
Mobile, Alabama 36602
colin.brinkman@rsandh.com
(251) 290-7033

4. **Bid Date, Time, and Location:** **2:00 PM (local time) on April 17, 2024**

Sealed bids will be received by the Birmingham Airport Authority, and will be publicly opened and read aloud at Birmingham Shuttlesworth Airport on 5900 Messer Airport Highway, Birmingham, Alabama 35212, Meeting Room B at 2:00 PM (local time), on

the bid date. Bids must be in the possession of the Airport prior to bid time on the bid date.

The bids shall be submitted in a sealed envelope and/or container plainly marked on the outside with the name, address, and license number of the bidder; the name of the project (Taxiway H Connectors Rehabilitation) and the time and date due (2:00 p.m. local time, Wednesday, April 17, 2024). Submitted Bids are to be addressed to the attention of Mr. Ed Seoane, Vice President of Purchasing, Birmingham Airport Authority, Birmingham, Alabama 35212.

*Matt Thomason acknowledged that the project bid documents stated the bid opening day incorrectly. The correct bid opening day is **Wednesday, April 17, 2024**. This will be corrected in Addendum 1.*

- 5. **Form of Bid:** Unit Price
- 6. **Disadvantaged Business Enterprise:** Project goal: **23%** Certified DBE participation.
*The DBE Goal for this project is being changed to **19%**. This change will be formalized in Addendum 1.*
- 7. **Buy American Provision:** Mandated compliance.
- 8. **Contract wage rates:** Certified Payrolls in accordance with Davis-Bacon Act are required (AL20240157 – Highway).
- 9. **Bonds & Insurance:** 5% Bid Bond required, 100% Performance and Payment Bond will be required of the successful bidder. Bid prices shall be held for up to **120** calendar days.
- 10. **Permits:** Contractor shall be responsible for obtaining all necessary Permits.
- 11. **Requirements for Bidders:** Refer to Project Manual – Bidding Requirements, Contract Forms, and Conditions of the Contract

12. **Construction Phasing:**

	Base Bid
Phase 1	65
Phase 1A	65
Phase 2	35
Phase 2A	35
Phase 3	60
Phase 3A	60
Phase 4	60
Phase 4A	60
Phase 5	10

Prior to NTP for Construction

Contractor shall complete shop drawings submittals/ review, mobilization and construction verification survey. The time period prior to Construction NTP shall also

include contractor's photographic documentation and pre-construction survey verification.

Phase 1A

- Construction duration = 65 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H1 north of hold position markings
- Taxiway H1 will be closed for the duration of Phase 1A
- Work hours are limited to 08:00 PM – 4:00 AM
- If Airport is in Instrument Flight Rules (IFR) conditions due to adverse weather, no work may be performed in Phase 1A until runway closure at 12:00 AM.
 - This situation does not occur very often.
- Refer to barricade plan in bid documents
- All construction equipment and materials shall be located at the staging area after each work shift
- Work shall be performed concurrently with Phase 1B, but not concurrently with any other phases.
- Work in Phase 1A consists of:
 - Milling existing asphalt pavement
 - Asphalt leveling course
 - Asphalt surface course
 - Temporary pavement markings
 - Restoration of raised edges with topsoil and sod
- Liquidated Damages for Phase 1A:
 - \$1,000 per day for each day beyond 65 calendar days

Phase 1B

- Construction duration = 65 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H1 south of hold position markings.
- Taxiway H1 will be closed for the duration of Phase 1B
- Runway 6-24 will be closed while work is being performed in Phase 1B
- Work hours are limited to 12:00 AM – 4:00 AM (local time)
 - First night of runway closure work, limited to 3:00 AM (local time)
- Refer to Runway Closure Barricade Plan sheet (G016) in bid documents for barricade and lighted X locations during all “B” phases
- Phase 1B limits must be compliant with all runway safety area (RSA) requirements prior to reopening Runway 6-24 at 4:00 AM
 - All staff, vehicles, materials, and equipment shall be in designated staging areas
 - No drop-offs greater than 2 inches
 - No drop-offs at all allowed for more than two consecutive days
 - Surface completely clean of any loose debris
 - Visual inspection/approval by RPR and Airport Operations
 - Removal of all lighted X's and barricades, in coordination w/ Airport Ops
- Work shall be performed concurrently with Phase 1A but not concurrently with any other project phases
- Contractor may start work in Phase 1B while low profile barricades are being placed or picked up, provided Lighted X's are in place

- Work in Phase 1B consists of:
 - Milling existing asphalt pavement
 - Asphalt leveling course
 - Asphalt surface course
 - Temporary pavement markings
- Liquidated Damages for Phase 1B:
 - \$1,000 per day for each day beyond 65 calendar days
 - \$7,000 per hour for each hour beyond 4:00 AM each morning

Phase 2A

- Construction duration = 35 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H2 north of hold position markings
- Taxiway H2 will be closed for the duration of Phase 2A
- Work hours are limited to 08:00 PM – 4:00 AM
- Refer to barricade plan in bid documents
- All construction equipment and materials shall be located at the staging area after each work shift
- Work shall be performed concurrently with Phase 2B, but not concurrently with any other phases.
- Work in Phase 2A consists of:
 - Milling existing asphalt pavement
 - Asphalt surface course
 - Temporary pavement markings
 - Restoration of raised edges with topsoil and sod
- Liquidated Damages for Phase 2A:
 - \$1,000 per day for each day beyond 35 calendar days

Phase 2B

- Construction duration = 35 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H2 south of hold position markings.
- Taxiway H2 will be closed for the duration of Phase 2B
- Runway 6-24 will be closed while work is being performed in Phase 2B
- Work hours are limited to 12:00 AM – 4:00 AM (local time)
- Refer to Runway Closure Barricade Plan sheet (G016) in bid documents for barricade and lighted X locations during all “B” phases
- Phase 2B limits must be compliant with all runway safety area (RSA) requirements prior to reopening Runway 6-24 at 4:00 AM
 - All staff, vehicles, materials, and equipment shall be in designated staging areas
 - No drop-offs greater than 2 inches
 - No drop-offs at all allowed for more than two consecutive days
 - Surface completely clean of any loose debris
 - Visual inspection/approval by RPR and Airport Operations
 - Removal of all lighted X’s and barricades, in coordination w/ Airport Ops
- Work shall be performed concurrently with Phase 2A but not concurrently with any other project phases
- Contractor may start work in Phase 2B while low profile barricades are being placed or picked up, provided Lighted X’s are in place

- Work in Phase 2B consists of:
 - Milling existing asphalt pavement
 - Asphalt surface course
 - Temporary pavement markings
- Liquidated Damages for Phase 2B:
 - \$1,000 per day for each day beyond 35 calendar days
 - \$7,000 per hour for each hour beyond 4:00 AM each morning

Phase 3A

- Construction duration = 60 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H3 north of hold position markings
- Taxiway H3, Taxiway H4, and Taxiway H (east of Taxiway H3) will be closed for the duration of Phase 3A
- Work hours are limited to 08:00 PM – 4:00 AM
- Refer to barricade plan in bid documents
- All construction equipment and materials shall be located at the staging area after each work shift
- Work shall be performed concurrently with Phase 3B, Phase 4A and Phase 4B, but not concurrently with any other phases.
- Work in Phase 3A consists of:
 - Milling existing asphalt pavement
 - Asphalt surface course
 - Temporary pavement markings
 - Installation of perforated underdrain in turf areas
 - Regrading and restoration of turf areas
 - Restoration of raised edges with topsoil and sod
- Liquidated Damages for Phase 3A:
 - \$1,000 per day for each day beyond 60 calendar days

Phase 3B

- Construction duration = 60 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H3 south of hold position markings.
- Taxiway H3, Taxiway H4, and Taxiway H (east of Taxiway H3) will be closed for the duration of Phase 3B
- Runway 6-24 will be closed while work is being performed in Phase 3B
- Work hours are limited to 12:00 AM – 4:00 AM (local time)
- Refer to Runway Closure Barricade Plan sheet (G016) in bid documents for barricade and lighted X locations during all “B” phases
- Phase 3B limits must be compliant with all runway safety area (RSA) requirements prior to reopening Runway 6-24 at 4:00 AM
 - All staff, vehicles, materials, and equipment shall be in designated staging areas
 - No drop-offs greater than 2 inches
 - No drop-offs at all allowed for more than two consecutive days
 - Surface completely clean of any loose debris
 - Visual inspection/approval by RPR and Airport Operations
 - Removal of all lighted X’s and barricades, in coordination w/ Airport Ops

- Work shall be performed concurrently with Phase 3A, Phase 4A, and Phase 4B but not concurrently with any other project phases
- Contractor may start work in Phase 3B while low profile barricades are being placed or picked up, provided Lighted X's are in place
- Work in Phase 3B consists of:
 - Milling existing asphalt pavement
 - Asphalt surface course
 - Temporary pavement markings
- Liquidated Damages for Phase 3B:
 - \$1,000 per day for each day beyond 60 calendar days
 - \$7,000 per hour for each hour beyond 4:00 AM each morning

Phase 4A

- Construction duration = 60 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H4 north of hold position markings
- Taxiway H3, Taxiway H4, and Taxiway H (east of Taxiway H3) will be closed for the duration of Phase 4A
- Work hours are limited to 08:00 PM – 4:00 AM
- Refer to barricade plan in bid documents
- All construction equipment and materials shall be located at the staging area after each work shift
- Work shall be performed concurrently with Phase 3A, Phase 3B, and Phase 4B, but not concurrently with any other phases.
- Work in Phase 4A consists of:
 - Milling existing asphalt pavement
 - Asphalt surface course
 - Temporary pavement markings
 - Restoration of raised edges with topsoil and sod
- Liquidated Damages for Phase 4A:
 - \$1,000 per day for each day beyond 60 calendar days

Phase 4B

- Construction duration = 60 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H4 south of hold position markings.
- Taxiway H3, Taxiway H4, and Taxiway H (north of Taxiway H4) will be closed for the duration of Phase 4B
- Runway 6-24 will be closed while work is being performed in Phase 4B
- Work hours are limited to 12:00 AM – 4:00 AM (local time)
- Refer to Runway Closure Barricade Plan sheet (G016) in bid documents for barricade and lighted X locations during all "B" phases
- Phase 4B limits must be compliant with all runway safety area (RSA) requirements prior to reopening Runway 6-24 at 4:00 AM
 - All staff, vehicles, materials, and equipment shall be in designated staging areas
 - No drop-offs greater than 2 inches
 - No drop-offs at all allowed for more than two consecutive days
 - Surface completely clean of any loose debris

- Visual inspection/approval by RPR and Airport Operations
 - Removal of all lighted X's and barricades, in coordination w/ Airport Ops
- Work shall be performed concurrently with Phase 3A, Phase 3B, and Phase 4A but not concurrently with any other project phases
- Contractor may start work in Phase 4B while low profile barricades are being placed or picked up, provided Lighted X's are in place
- Work in Phase 4B consists of:
 - Milling existing asphalt pavement
 - Asphalt surface course
 - Temporary pavement markings
- Liquidated Damages for Phase 4B:
 - \$1,000 per day for each day beyond 60 calendar days
 - \$7,000 per hour for each hour beyond 4:00 AM each morning

Phase 5

- Construction duration = 10 consecutive calendar days
- Work limits include all paved surfaces on Taxiway H1, H2, H3, and H4.
- Taxiways H1, H2, H3, and H4 will be closed when work is being performed on those pavements in Phase 5
- Runway 6-24 will be closed while work is being performed in Phase 5
- Work hours are limited to 12:00 AM – 4:00 AM (local time)
- Refer to Runway Closure Barricade Plan sheet (G016) in bid documents for barricade and lighted X locations during Phase 5
- Work in Phase 5 consists of installation of permanent pavement markings
- Work in Phase 5 shall be performed after a 30 calendar day minimum curing period from the last day of asphalt placement on the project. No work shall be performed on the project during the 30 day curing period.
- Contractor may start work in Phase 5 while low profile barricades are being placed or picked up, provided Lighted X's are in place
- Liquidated Damages for Phase 5:
 - \$1,000 per day for each day beyond 10 calendar days
 - \$7,000 per hour for each hour beyond 4:00 AM each morning

Note: Recent changes to Airport Operations will prohibit runway closures on Thursday night/Friday morning. No Phase “B” work nor Phase 5 work will be permitted on this night of the week.

13. **Safety and Security Overview**

- Refer to CSPP in Project Manual
 - Refer to Construction Safety Phasing Plan (CSPP) included in Project Manual for safety and security requirements. Selected Contractor will have to prepare a Safety Plan Compliance Document (SPCD) specific to this project, per AC 150/5370-2G.
- Maintain clear of active safety areas
- No parked equipment or stockpiles in project limits
 - MUST be located at the Contractor's Staging Area
- BHM Badging Requirements and Procedures – Included in CSPP
- Maintain gate security at all times
- Airfield access gates and haul route

- Barricade Plan
14. **Questions from Bidders to Date**
 - Bid Date? **Wednesday**, April 17, 2024
 15. **Questions from Attendees:**
 - [What is the timing and requirement for the asphalt paving of the proposed temporary haul road?](#)
 16. **Questions after Pre-Bid Conference:**

All questions regarding Bid Documents shall be submitted in writing to Mr. Ed Seoane, Vice President of Purchasing for BAA at eseoane@flybhm.com. The deadline for inquiries is **Wednesday April 10, 2024, at 5:00 PM** (Central Time). Inquiries submitted after this deadline will not receive responses. All timely inquiries will be responded by addendum. No telephone inquiries will be accepted.
 17. **Procedure for Addendums:**

All addendums will be issued electronically in the same delivery method as the Contract Documents.
 18. **Site Visit:** A site visit was offered after the meeting to interested attendees.



PRE-BID CONFERENCE SIGN-IN SHEET
 TAXIWAY H CONNECTORS REHABILITATION
 BIRMINGHAM SHUTTLESWORTH INTERNATIONAL AIRPORT (BHM)
 FAA AIP # 3-01-0014-125-2024
 RS&H PROJECT No. 1048-0207-002
 MARCH 26, 2024
 2:00 PM (CDT)



Name	Company	Phone Number	E-Mail Address
Michael Doss	Wiregrass	256-558-6180	mdoss@wiregrassconstruction.com
CHARLOTTE GARVIN	APAC ALABAMA	205-365-6448	CSGARVIN@APAC.COM
Kyle Tignor	Chilton Contractors	205-217-3554	ktignor@chiltonstraightlinc.com
Justin Shade	Dunn	(205) 957-7124	Jshade@dunnconstruction.com
Greg Caldwell	Dunn	(205) 510-0281	gcaldwell@dunnconstruction.com
EMMA LEATHERS	BAA		ebruce@flybhm.com
Ryan Venev	BAA		rvene@flybhm.com
Ed Sevens	BAA		
Ricardo Burgos	RSH		Rmontes@pressurellc.com
MATT THOMASON	RS&H	(251) 554-7016	matthew.thomason@rsandh.com



BIRMINGHAM AIRPORT AUTHORITY

*Birmingham Shuttlesworth International Airport
Taxiway H Connectors Rehabilitation
Pre-Bid Conference*

March 26, 2024

2:00 PM (CDT)

RS&H



Project Scope



- » Project includes bituminous pavement milling and overlay within project limits.
- » Major items of work:
 - Barricades
 - Milling
 - Asphalt leveling course
 - Asphalt surface course
 - Topsoiling and sodding
 - Pavement markings



Project Scope



- » Changes since 2023 Bidding:
 - Extended phase durations
 - Winter shut-down period
 - Addition of temporary haul road
 - Taxiway H2 no longer being strengthened
 - Removal of infield grading work at H3
 - Clarification of restoration work along taxiway edges
 - DBE Goal changed to 19%

Bidding Information

- » How to obtain Bid Docs:
 - Electronic Delivery Only
 - \$25.00 one-time charge
 - Contact Colin Brinkman(RS&H)
 - colin.brinkman@rsandh.com
 - (251) 290-7033
 - 358 St. Louis Street, Suite C
Mobile, AL 36602

- » Bid Date, Time, Location:
 - Bid Opening – April 17, 2024, at 2:00PM
 - Bids shall be in sealed envelope
 - *AL requires contractor license on outside*
 - *See Bid Docs for instructions*

RS&H





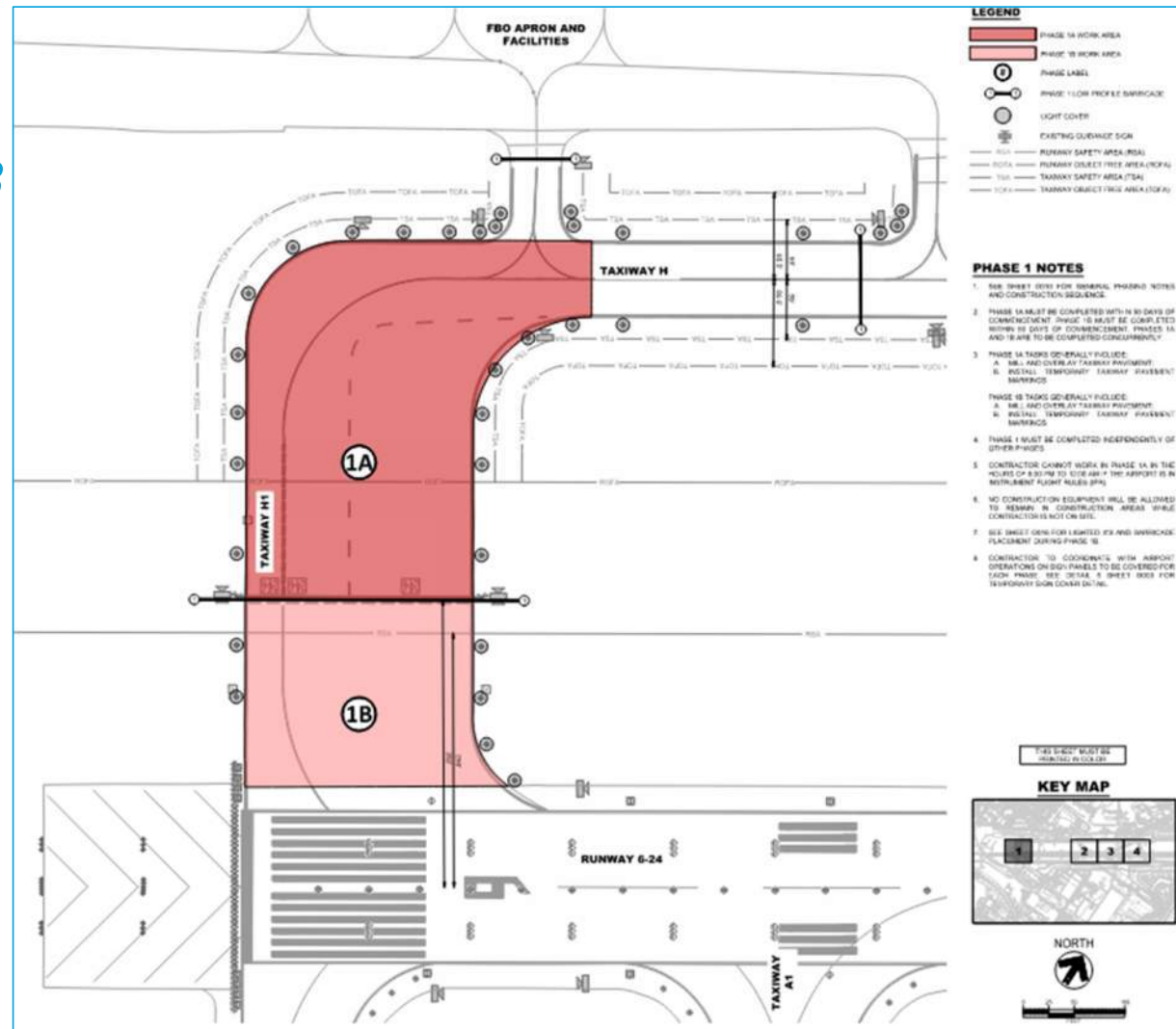
Administrative



- » Funded by FAA AIP Grant (All grant provisions apply)
- » Form of Bid: Unit Price
- » DBE Participation Goal: 19% Certified DBE
- » Contract Wage Rates: Certified Payrolls in accordance with Davis Bacon
- » Bonds & Insurance:
 - 5% Bid Bond
 - 100% Performance – Payment Bond
 - See Specification 00280 for Insurance Requirements
- » Permits: Contractor responsible for obtaining necessary permits
 - FAA Form 7460-1 (filed by Consultant)

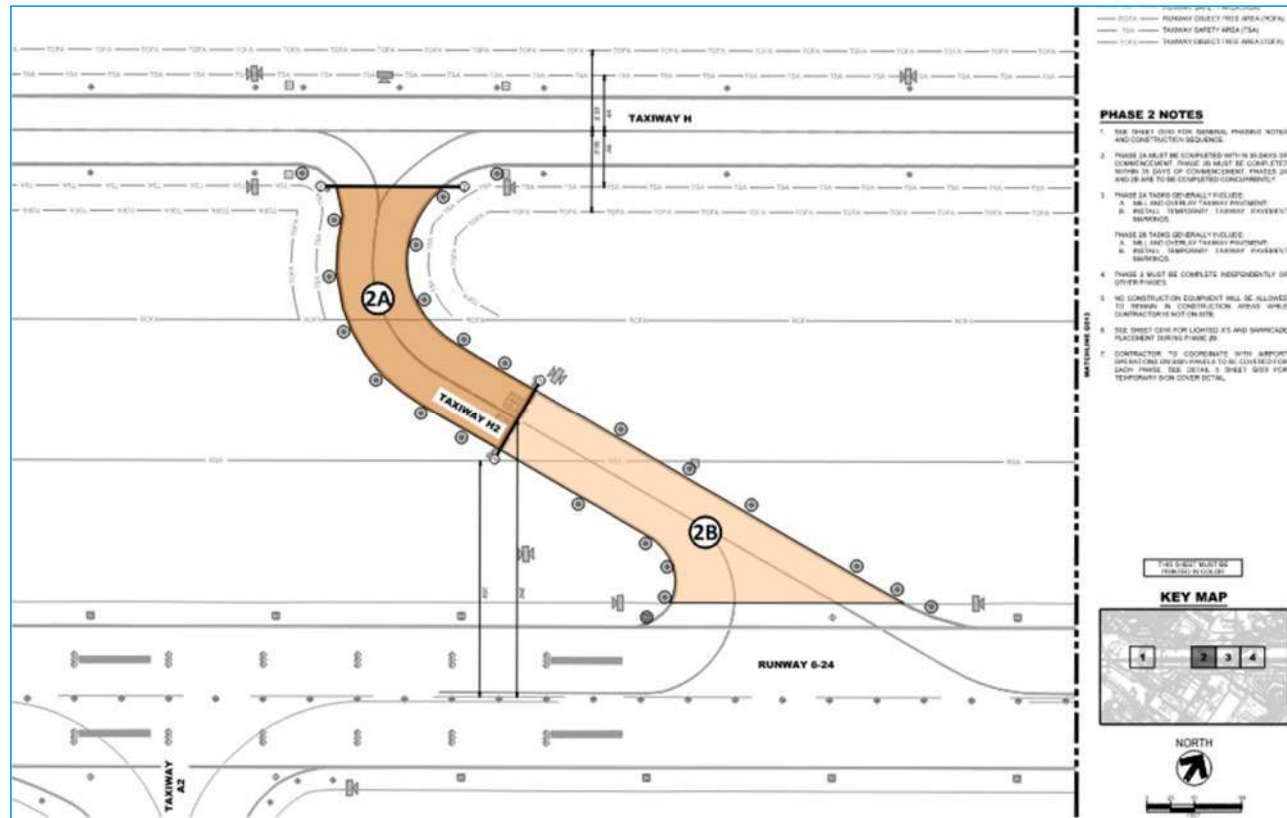
Construction Phasing – Phase 1A/1B

- » Duration = 65 Consecutive Calendar Days
- » Taxiway H1 Closed
- » Runway 6-24 Closed (1B working hours)
- » 1A Working hours = 8:00 PM – 4:00 AM
- » 1B Working hours = 12:00 AM – 4:00 AM
- » No work in Phase 1A during IFR condition
- » Liquidated Damages
 - \$1,000 per day beyond 65 calendar days
 - \$7,000 per hour beyond 4:00 AM



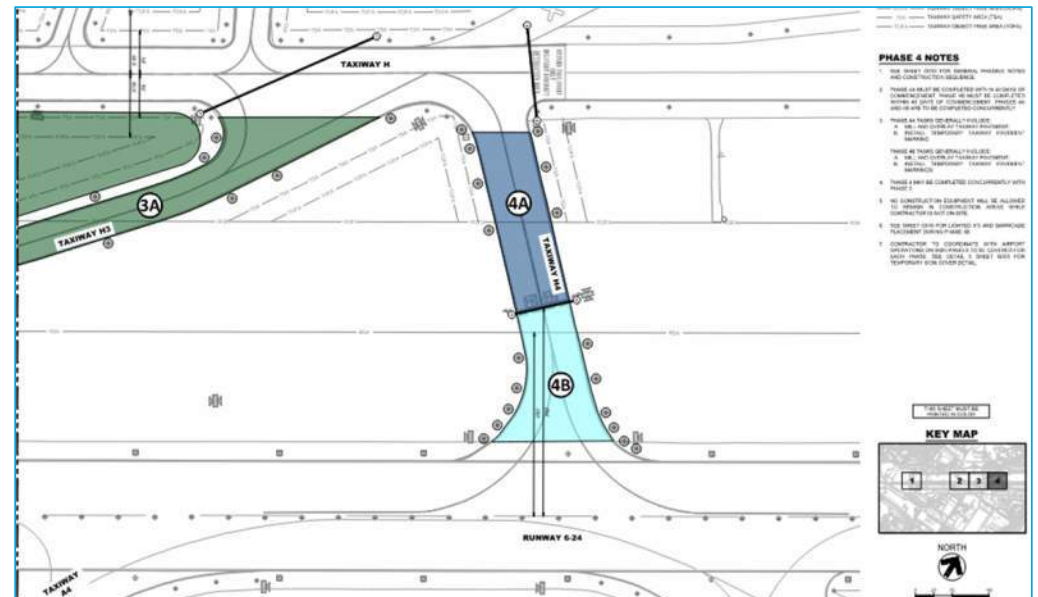
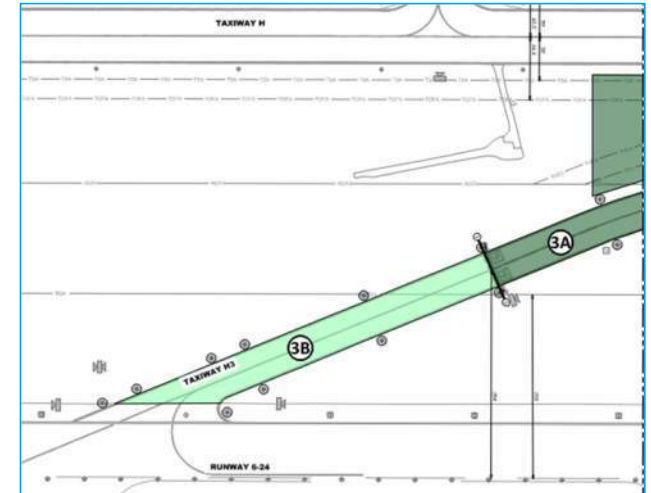
Construction Phasing – Phase 2A/2B

- » Duration = 35 Consecutive Calendar Days
- » Taxiway H2 Closed
- » Runway 6-24 Closed (2B working hours)
- » 2A Working hours = 8:00 PM – 4:00 AM
- » 2B Working hours = 12:00 AM – 4:00 AM
- » Liquidated Damages
 - \$1,000 per day beyond 35 calendar days
 - \$7,000 per hour beyond 4:00 AM



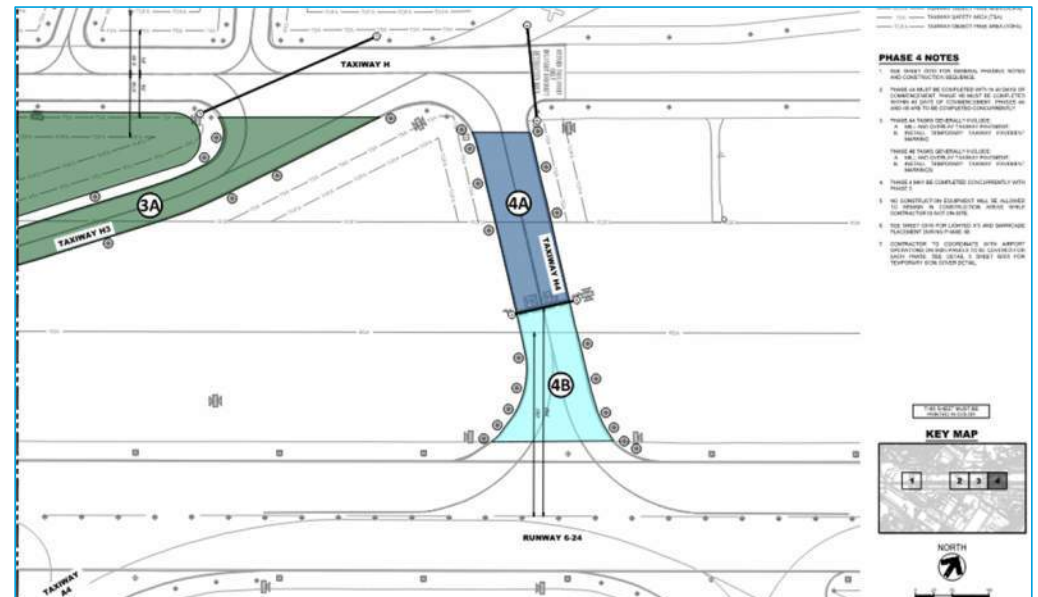
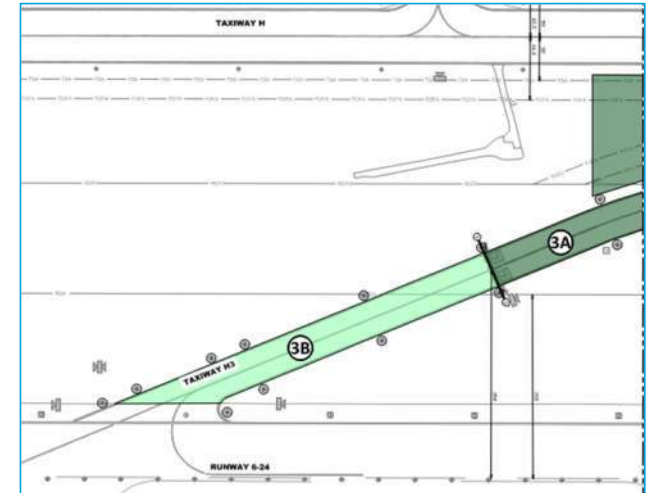
Construction Phasing – Phase 3A/3B

- » Duration = 60 Consecutive Calendar Days
- » Taxiway H3/H4 Closed
- » Concurrent with Phase 4
- » Runway 6-24 Closed (3B working hours)
- » 3A Working hours = 8:00 PM – 4:00 AM
- » 3B Working hours = 12:00 AM – 4:00 AM
- » Liquidated Damages
 - \$1,000 per day beyond 40 calendar days
 - \$7,000 per hour beyond 4:00 AM



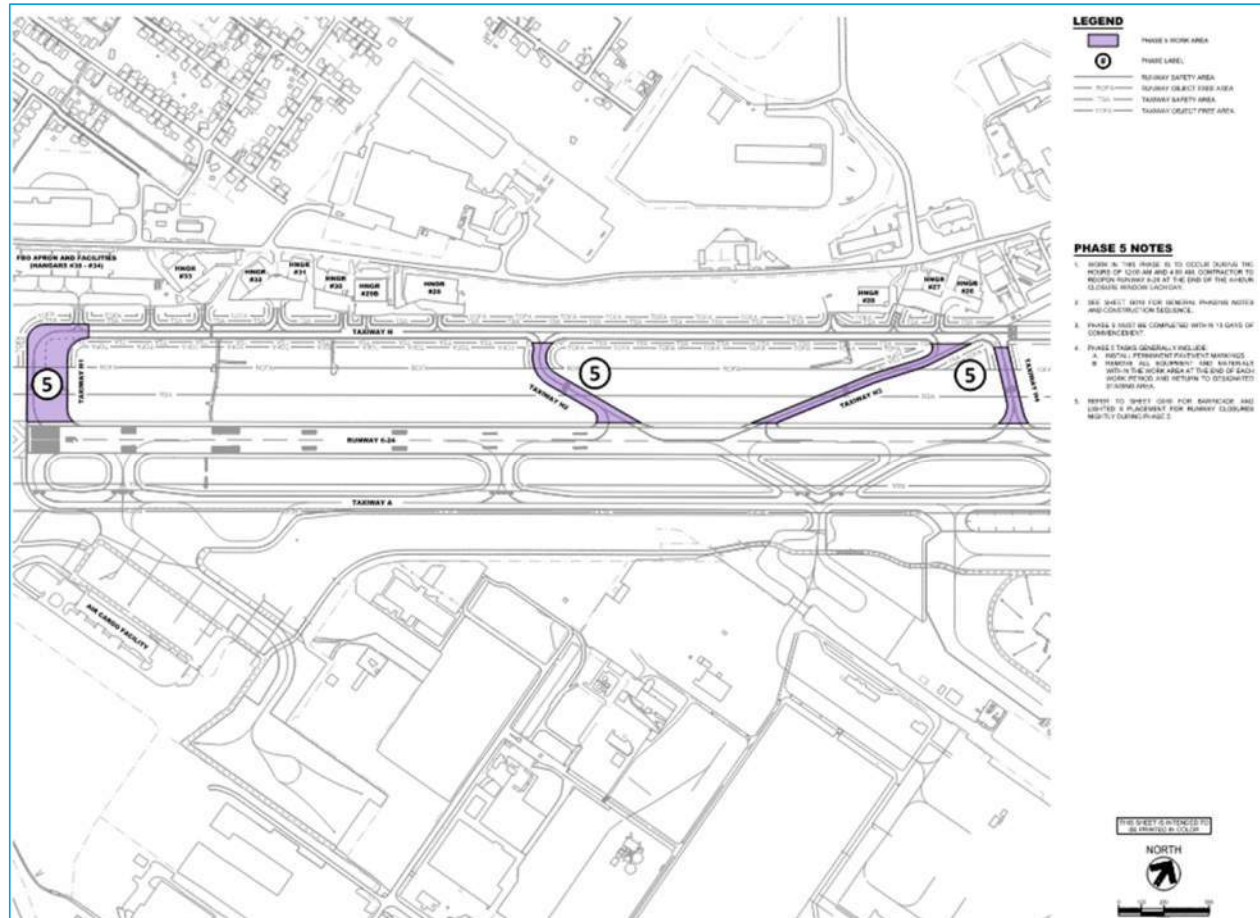
Construction Phasing – Phase 4A/4B

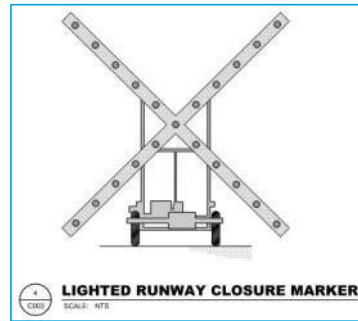
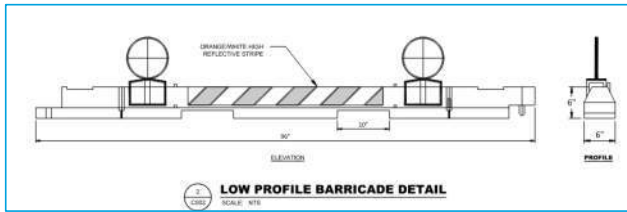
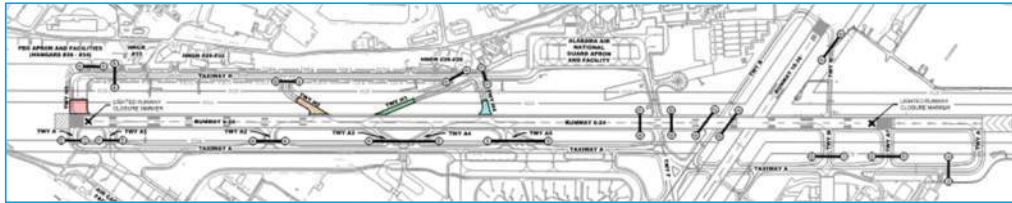
- » Duration = 60 Consecutive Calendar Days
- » Taxiway H3/H4 Closed
- » Concurrent with Phase 3
- » Runway 6-24 Closed (4B working hours)
- » 4A Working hours = 8:00 PM – 4:00 AM
- » 4B Working hours = 12:00 AM – 4:00 AM
- » Liquidated Damages
 - \$1,000 per day beyond 40 calendar days
 - \$7,000 per hour beyond 4:00 AM



Construction Phasing – Phase 5

- » Duration = 10 Consecutive Calendar Days
- » Occurs after 30 Day Cure Period
- » Taxiway H1/H2/H3/H4 Closed while work is being performed
- » Runway 6-24 Closed (working hours)
- » 5 Working hours = 12:00 AM – 4:00 AM
- » Liquidated Damages
 - \$1,000 per day beyond 10 calendar days
 - \$7,000 per hour beyond 4:00 AM





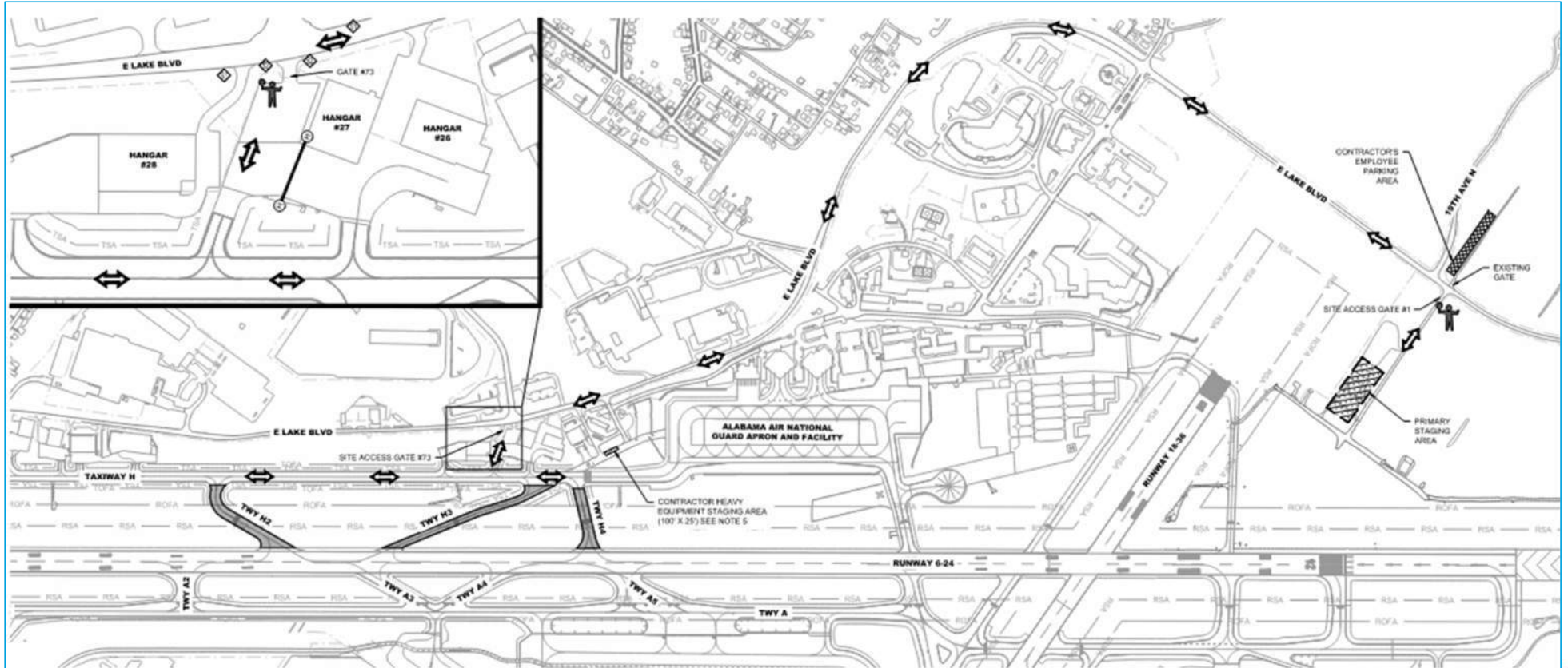
Safety and Security Overview

- » Safety
 - Refer to CSPP in Project Manual
 - Contractor must prepare a Safety Plan Compliance Document (SPCD)
 - Maintain clear of active safety areas
 - No parked equipment or stockpiles in project limits
 - MUST be located at the Contractor's Staging Area

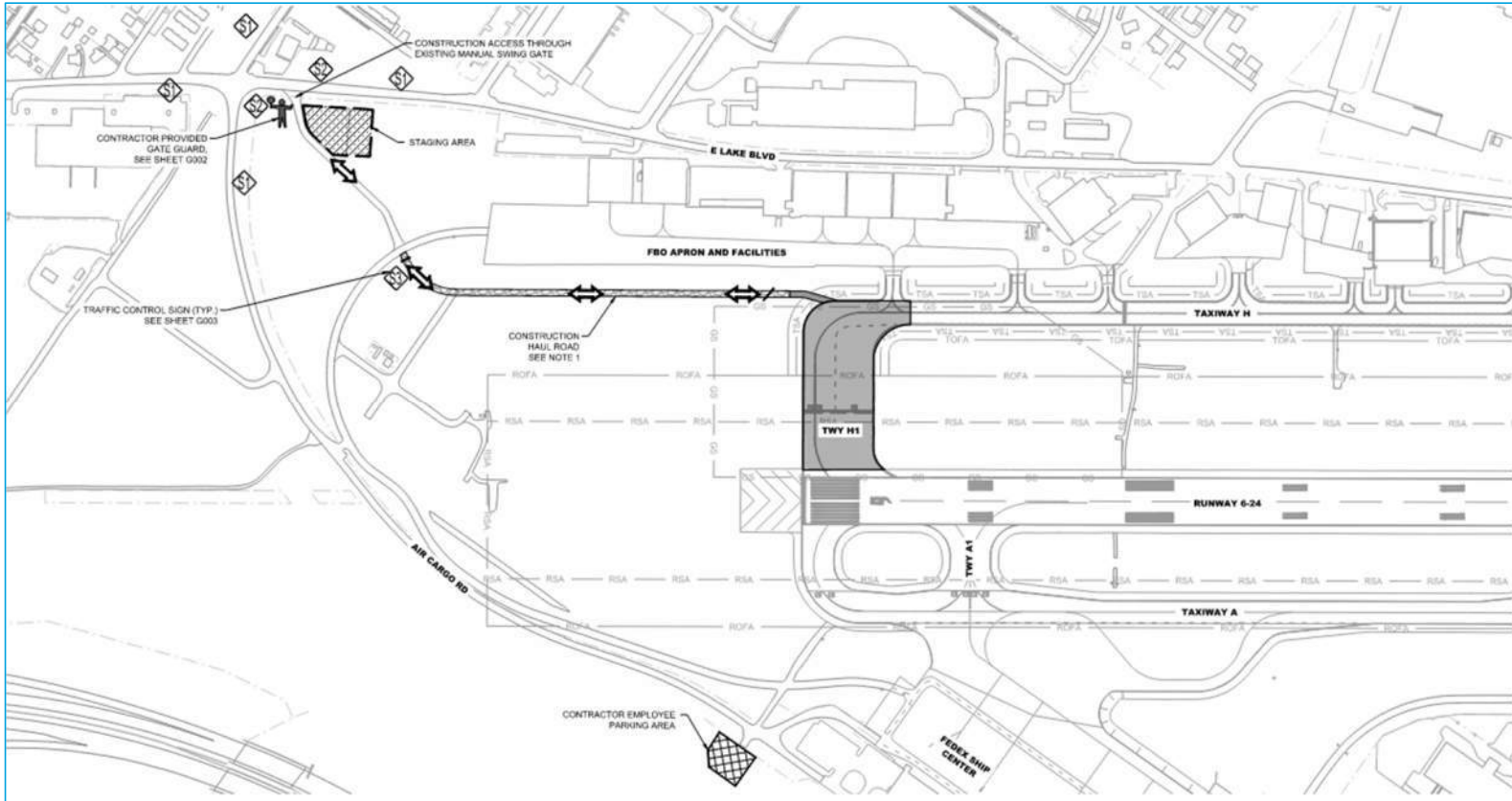
- » Security
 - BHM Badging Requirements and Procedures
 - Maintain gate security at all times
 - Access gates and haul routes
 - Barricade Plan



Safety and Security Overview



Safety and Security Overview





Questions

- » Questions received to-date
 - Bid date clarification
- » Questions from Attendees
- » Questions after Pre-Bid
 - Must be received in writing
 - Submit to Mr. Ed Seoane, Vice President of Purchasing, Birmingham Airport Authority
 - eseoane@flybhm.com
 - Deadline for questions is April 10, 2024, at 5:00 PM
- » Addendums
 - Addendums will go out to all registered plan holders as soon as the addendum is issued in same manner as bid documents are delivered
 - Addendum will be issued with Pre-Bid minutes, Pre-Bid slides, plan-holder list, and question responses

Thank You

Site Visit to Follow

BIRMINGHAM AIRPORT AUTHORITY

RS&H



**ADVERTISEMENT FOR BIDS
NOTICE****Birmingham-Shuttlesworth International Airport
For
Taxiway H Connectors Rehabilitation
FAA AIP Project Number: 3-01-0014-125-2024**

SEALED BIDS will be received on behalf of the Birmingham Airport Authority (BAA) at the Authority's Administration Office, located on the Airport's lower level main terminal building, at the Birmingham-Shuttlesworth International Airport, 5900 Messer Airport Highway, Birmingham, Alabama 35212, until 2:00 p.m. local time on Wednesday, April 17th, 2024. Sealed Bids will be opened and publicly read aloud starting at 2:00 p.m. in Meeting Room B, situated on the Terminal Building's lower level, adjacent to the Birmingham Police Department Substation, near the escalators. The bids shall be submitted in a sealed envelope and/or container plainly marked on the outside with the name, address, and license number of the bidder; the name of the project (Taxiway H Connectors Rehabilitation) and the time and date due (2:00 p.m. local time, Wednesday, April 17th, 2024). Submitted Bids are to be addressed to the attention of Mr. Ed Seoane, Vice President of Purchasing, Birmingham Airport Authority, Birmingham, Alabama 35212.

The work consists of a asphalt pavement mill and overlay and installation of pavement markings on Taxiways H1, H2, H3 and H4 at the Birmingham-Shuttlesworth International Airport.

A pre-bid conference will be held on Tuesday, March 26th, 2024 starting at 2:00 p.m. local time at Meeting Room B located at the Birmingham-Shuttlesworth International Airport, 5900 Messer Airport Highway, Birmingham, Alabama 35212. All perspective bidders are strongly encouraged to attend this conference. **The Pre-Bid Conference will be the prospective bidders only opportunity to view the project site prior to the bid opening.** Interested bidders who are unable to attend in-person, may participate virtually by emailing Colin Brinkman, Project Engineer, at Colin.Brinkman@rsandh.com by Friday, March 22nd, 2024, to secure a virtual meeting invitation.

Plans and Specifications will be available for review beginning on Monday, March 11, 2024 at the following locations:

1. RS&H Alabama, Inc.
358 St. Louis St., Suite C
Mobile, AL 36602

Complete electronic sets of bid documents may be purchased from RS&H, Alabama Inc. for **\$25.00** per set, available on **Monday, March 11, 2024**. Partial sets of bid documents will not be issued. The purchase price for the bid documents is not refundable. **All documents will be available by electronic file transfer only**, in pdf file format. Hard copies will not be distributed. **Direct access to the electronic file transfer protocols will be available only to registered email addresses.** It is the sole responsibility of each prospective bidder to assure that RS&H Alabama, Inc. is kept informed of his or her current mailing address, email address, telephone number, and fax number. Checks should be made payable to **RS&H Alabama, Inc.** and may be mailed or delivered as follows:

RS&H Alabama, Inc.
Colin Brinkman
358 St Louis St., Suite C
Mobile, AL 36602
(p) (251) 290-7033
Colin.Brinkman@rsandh.com

Electronic File Transfer Protocol:

Biscom FDS is a 'point-to-point' secure file delivery service. Only the original recipient(s) of the message from the server can retrieve the files. The message cannot be forwarded to other recipients. To allow others to retrieve the files, contact the individual listed above and request file transfer to additional recipients.

The plans, specifications, and other contract documents will be made available on Monday, March 11, 2024.

Each Bidder is individually responsible for the careful examination of the site of the proposed Work, the Proposal, Plans, General Provisions, Technical and Supplemental Specifications, Contract Forms and all requirements of the project. The failure or omission by any Bidder to do so shall in no way relieve any Bidder from any obligation with respect to its bid.

All bidders bidding in amounts exceeding \$50,000.00 must be licensed under the provisions of Title 34, Chapter 8, Code of Alabama, 1975, as amended.

Each bid shall be accompanied by a Bid Bond, submitted in the form of a guaranty and/or promissory note from a banking, insurance or other lending or financial institutions, equal to five (5%) per cent of the bid price and made payable to the Birmingham Airport Authority. No cash, check, or money orders will be accepted. All bidding participants will be required to adhere to the following provisions listed below:

- 1. Buy America Preferences**
- 2. Foreign Trade Restriction**
- 3. Davis Bacon**
- 4. Affirmative Action**
- 5. Governmentwide Debarment and Suspension**
- 6. Governmentwide Requirements for Drug-Free Workplace**

DBE Policy: It is the policy of the Birmingham Airport Authority (Authority) that DBEs 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 all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Additional DBE information is contained in the full Invitation to Bid package. The bidder shall make good faith efforts, as defined in Appendix A to 26.45 – Guidance Concerning Good Faith Efforts-49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract **19%** of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Additional assistance may be obtained by emailing the Authority's DBE Liaison at eseoane@flybhm.com.

Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

SECTION 00030 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS:

The definitions of certain terms used in these Contract Documents are given in Section 00010 hereof.

2. RECEIPT AND OPENING OF BIDS:

Bids will be received, opened and read at the time and place specified in the Invitation for Bids. Bidders or their authorized agents are invited to be present. Bids received after the time and date specified will not be considered and will be returned unopened.

3. PLANS AND OTHER CONTRACT DOCUMENTS:

The Plans, Specifications and other Contract Documents give the location and description of the Work to be performed under this Contract, the quantity of Work for which Bids are invited, the time in which the Work must be completed, the amount of the Bid Guaranty, and the date, time and place of the receipt and opening of Bids.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

The Bidder is required to carefully examine the site of the Work and the Plans, Specifications and other Contract Documents for the Work contemplated. By submitting a Bid, the Bidder represents to the Owner that it has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished and of all of the requirements of the Plans, Specifications and other Contract Documents.

5. OBLIGATION OF BIDDERS:

The Bidder must inform itself fully of the construction and labor conditions under which the Work is to be performed. The Bidder shall not be relieved of its obligation to furnish all material, equipment, labor, and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid by reason of having failed to inform itself with respect to those matters.

6. ADDENDA - CHANGES WHILE BIDDING:

No interpretation of the Plans, Specifications or other Contract Documents or correction of any apparent ambiguity, inconsistency or error therein, will be made to any individual Bidder. Every request for an interpretation or correction should be in writing by email, addressed to Mr. Ed Seoane, Vice President of Purchasing at eseoane@flybhm.com and must be received at least seven (7) Calendar Days prior to the date fixed for the opening of Bids.

Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be sent to registered plan holders not later than four (4) Calendar Days prior to the date fixed for the opening of Bids. If the Bidder fails to acknowledge receipt of any such Addendum in the space provided on the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its Bid will constitute acknowledgment of the receipt of the same.

Only the interpretation or correction issued by the Engineer in a written Addendum shall be binding, and prospective Bidders are warned that no other source or form of communication is authorized to give information concerning, or to explain or interpret, the Contract Documents.

7. **PREPARATION OF BIDS:**

Bids shall be submitted on a reproduced copy of the attached Bid Form and shall include the required Bid Guaranty, Equal Opportunity Report Statement, Certification of Non-Segregated Facilities, Firm Profile and information concerning DBE participation in the Contract. Do not remove the attached Bid Form from this copy of the Contract Documents. All blank spaces in the Bid Form shall be completed legibly and correctly in ink. The Bidder shall specify the Total Bid Price for the entire Work described in the Contract Documents. See Sections 00050, 00051, 00052, 00053, 00054, 00056, 00058 and 00059.

If the Bid is made by an individual, it must be signed in the name of the individual and state the individual's post office address and the name and address of every other person interested in the Bid as principal. If the Bid is made by a firm or partnership, its name and address must be stated, together with the name and address of each member of the firm or partnership. If the Bid is made by a Corporation, the Bid must be signed by an authorized officer or agent, on behalf of the Corporation and the corporate seal must be affixed thereto. The officer or agent must also provide the state in which the Corporation is incorporated, the names and business addresses of the President, Secretary and Treasurer, evidence that the Corporation is in good standing in its state of incorporation and in Alabama, and evidence that the Corporation has registered with the Secretary of State of the State of Alabama as a foreign corporation for doing business in the State of Alabama.

8. **BID GUARANTY:**

Each Bid shall be accompanied by a Bid Bond (Section 00060), submitted in the form of a guaranty in the form contained in the Contract Documents, duly executed by the Bidder as Principal having as Surety thereon a Surety company fulfilling the qualifications described in Subsection 17.0 of this Section 00030. The Bid Guaranty shall be written through a licensed Alabama agency on behalf of a Surety company licensed to do business in the State of Alabama.

The Bid Guaranty shall be in an amount equal to five percent (5%) of the amount of the Total Bid Price payable to the Birmingham Airport Authority. The Bid Guaranty shall be submitted with the understanding that it shall guarantee that the Bidder will submit a responsive Bid, that it will not withdraw the Bid for a period of One-hundred and Twenty (120) Days after the time and date fixed for the opening of Bids, that if the Bidder is provided with a Notice of Intent to Award the Contract, the Bidder will enter into a formal Contract with the Owner in the form contained in the Contract Documents, that the Bidder will supply evidence of the authority of the person executing the Contract Documents and bonds to do so, that the required Contract Bonds, Certificates of Insurance, Equal Opportunity and Disadvantaged Business Enterprise data, certifications and submissions will be given and that all other Contract Documents will be executed in the form provided therein. If any of the foregoing requirements are not met, the Owner shall be entitled to the full amount of the Bid Guaranty as damages to the Owner resulting from the Bidder's failure to meet those requirements.

Bid Bonds will be returned to all except the three (3) apparent low, qualified, responsible, responsive Bidders within ten (10) Days after the awarding of Bid, and the remaining Bid Guaranties will be returned within three (3) Days after the Owner and the successful Bidder have executed the Contract Documents required by the Owner for the Work. **No cash, checks, cashier's checks or money orders will be accepted and will constitute a non-responsive bid which will be returned to the Bidder without consideration.**

9. **DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS:**

It is the policy of the Authority that DBEs as defined in 49 CFR Part 26 will have maximum opportunity to participate in the performance of all Authority projects and the Bidder will take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Bidders will demonstrate that they will subcontract with certified

DBEs, or clearly demonstrate in a manner acceptable to the Authority its good faith efforts to obtain DBE subcontractors. The successful bidder's DBE commitment as stated on their Letter(s) of Intent will be incorporated into the contract and will be enforceable under the terms of the contract.

Bidders are encouraged to refer to the Authority's DBE Program and Policy which is posted on the Authority's website: www.flybirmingham.com. Bidders should refer to the directory of DBE companies certified by the Birmingham Airport Authority's DBE Program. Additional assistance may be obtained by calling the Authority's DBE Liaison Compliance Officer at 205-599-0522.

The bidder shall make good faith efforts, as defined in Appendix A to 26.45 - Guidance Concerning Good Faith Efforts - 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract **19%** of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged include Women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The Prime Contractor and Subcontractor are required to submit, with the bid, a firm profile. In addition, the Prime Contractor will submit required forms outlined in Division I, Section 00054 - 00056, containing information about the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work performed by each named firm and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide (with the bid) documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive.

The contractor shall provide written notification to the Director to the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

10. DESCRIPTION OF WORK:

The Work identified in the Advertisement for Bids consists of Work to be performed by a qualified Contractor for:

Taxiway H Connectors Rehabilitation

The above general outline features of the Work do not in any way limit the responsibility of the Contractor to perform all Work and furnish equipment, materials, and labor required by the Plans, Specifications and Contract Documents referred to herein.

11. DELIVERY OF BIDS:

All Bids shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, the Bidder's address, the Bidder's license number, the name of the Project for which the Bid is submitted, and the time and date fixed for the opening of Bids. The Bid Guaranty specified in Subsection 8.0 hereof, as well as the Equal Opportunity Report Statement, Certification of Non-Segregated Facilities and information concerning DBE participation, shall be enclosed in the sealed envelope with the Bid. Hand delivery of bids is highly encouraged, however all mailed bids shall be mailed by registered mail. If forwarded by mail, it shall be enclosed in another envelope addressed to **Mr. Ed Seoane, Vice President of Purchasing, 5900 Messer Airport Highway, Birmingham, Alabama 35212**. Bids received after the time and date specified in the Advertisement for Bids will not be considered, and will be returned unopened.

12. WITHDRAWAL OF BIDS:

No Bid may be withdrawn for a period of One-Hundred and Twenty (120) Days after the time and date fixed for the opening of Bids after it is submitted, unless the Bidder can present clear and convincing documentary evidence of a Bid mistake. The Bidder must make its request in writing and such request must be received prior to the time and date fixed for the receipt of Bids. Should its Bid be withdrawn, the Bidder shall be excluded from any participation in the Project or Bidding on the same Project if it is re-advertised.

13. DISQUALIFICATION OF BIDDERS:

Any of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

- 13.1** Submission of more than one Bid for the same Work by an individual, firm, partnership or corporation under the same or different names;
- 13.2** Evidence of collusion between or among Bidders;
- 13.3** Work for which the Bidder is committed by Contract, which, in the Owner's judgment and sole discretion, might hinder or prevent the prompt completion of the Work under this Contract if awarded to the Bidder;
- 13.4** Being behind on the approved completion schedule for any existing Contracts with the Owner, in litigation with the Owner or having defaulted on a previous Contract with the Owner;
- 13.5** Poor, negligent or defective performance of Work for Owner or any other party on prior Projects, which, in the Owner's judgment and sole discretion, raises doubts as to the Bidder's ability to properly perform the Work;
- 13.6** Appearance of the Bidder on the Department of General Services' Convicted Vendors List; and
- 13.7** Any other cause which, in the Owner's judgment and sole discretion, is sufficient to justify disqualification of a Bidder or the rejection of its Bid.

14. REJECTIONS OF IRREGULAR BIDS:

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind.

The Owner shall have the right to waive any informalities or irregularities of Bids or to reject any or all Bids.

15. BASIS OF AWARD:

The basis of award will be the lowest cost summation of pay items in the Base Bid. In determining the apparent low Bid, the Owner reserves the right to correct, in all Bids, obvious mathematical errors within the Total Bid Price, page totals or any combination thereof, and acknowledgement of DBE subcontractors. The successful bidder's DBE commitment as stated on their Letter(s) of intent will be incorporated into the Contract and will be enforceable under the terms of the Contract.

Bidders are encouraged to refer to the Authority's DBE Program and Policy which posted on the Authority's website: www.flybirmingham.com. Bidders should refer to the directory of DBE companies certified by the Birmingham Airport Authority's DBE Program. Additional assistance may be obtained by calling the Authority's DBE Liaison Compliance Officer at 205-599-0522. The bidder shall make a good faith effort, as defined in Appendix A to 26.45 – Guidance Concerning

Good Faith Efforts – 49 CFR Part 26, Regulations of the Office.

16. NOTICE OF INTENT TO AWARD CONTRACT:

Unless all Bids are rejected, a Notice of Intent to Award the Contract will be issued to the qualified, responsible Bidder whose Bid is responsive to the Invitation to Bid and is most advantageous to the Owner, price and other factors considered. The Owner reserves the right to take into consideration the Bidder's past performance with the Owner or any other entity in determining if the Bidder and its Bid are responsible, qualified, and most advantageous to the Owner.

17. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:

A Performance Bond and a Payment Bond satisfactory to the Owner and in the form attached as Sections 00081, 00082 and 00083 hereto, each in an initial amount of not less than the Total Contract Price, will be required of the successful Bidder for, among other, the following purposes:

- 17.1** To guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties;
- 17.2** To guarantee the payment for all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract.

The penal sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, Change Orders or Addenda increase or decrease the Total Contract Price so that the penal sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be exactly in the forms contained in the Contract Documents, and written through a licensed Alabama agency on behalf of a Surety company licensed to do business in the State of Alabama, meeting the following requirements:

- a. Qualification - Management and Strength:** The Surety must be rated no less than "A" as to management and no less than "XII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.
- b. Bonding Limit - Any One Risk:** The bonding limit of the Surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.
- c. Qualification Federal Project Approval:** The Surety's company executing the Bonds shall be on the current list of the U.S. Treasury Department as being approved by and writing bonds for the Federal Projects in the amount not less than the penal sum of the Bonds provided by the Owner.

The completed Bonds shall be delivered to the Owner with the executed Contract as required hereinafter in these Instructions to Bidders.

Provisions for Liquidated Damages are provided in the Bid Form and Contract Documents.

18. INSURANCE REQUIREMENTS:

Attention of Bidders is called to all applicable Alabama code which has certain requirements pertaining to Performance Bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's compensation insurance, and property damage insurance.

All companies furnishing Bid Bonds and Performance Bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Alabama.

19. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys-in-fact who sign Bid Guaranties, Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Alabama agent of the Surety, with proof of agency attached.

20. EXECUTION OF CONTRACT:

The Bidder who receives a Notice of Intent to Award the Contract shall, within ten (10) Calendar Days after the date of Notice of Intent to Award, execute and deliver to the Owner the Contract Agreement, the completed Bonds listed above, satisfactory evidence of compliance with the Bid conditions pertaining to the Disadvantage Business Enterprise Program, satisfactory evidence of all required insurance coverage, proof satisfactory to the Owner of the authority of the person or persons executing the Contract Agreement and the Performance Bond and the Payment Bond on behalf of the Bidder and evidence of obtaining licenses and permits needed to perform. The above documents must be furnished, executed and delivered before the Contract Documents will be executed by the Owner. The Contract shall not be deemed awarded and shall not be binding upon the Owner until it has been approved and executed by the Owner and approved by the FAA, and a copy of the fully executed Contract Documents is delivered to the Contractor. Further, award of this Contract is contingent upon Owner's receipt of grant funding from State agencies or the FAA, if applicable. The Owner shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Bid Guaranty to the Bidder, at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor.

21. FAILURE TO EXECUTE CONTRACT - BID GUARANTY FORFEITED:

If the Bidder receiving a Notice of Intent to Award the Contract fails to execute and deliver to the Owner the Contract Agreement, the completed Payment Bonds and Performance Bonds listed in Subsection 17.0 hereof, the required evidences of insurance coverage, compliance with Bid conditions pertaining to the DBE Program and the evidence of authority to execute required in Subsection 7.0 hereof, and evidence of obtaining licenses and permits needed to perform, within ten (10) Calendar Days after the date of the Notice of Intent to Award, the Owner may elect to rescind the Notice of Intent to Award and shall be entitled to the full amount of the Bid Guaranty, not as a penalty, but in liquidation of and compensation for damages sustained. A Notice of Intent to Award may then be provided to the next most, qualified, responsible Bidder whose Bid is responsive to the Invitation to Bid and is most advantageous to the Owner, price and other factors considered. In addition, the Owner reserves the right to reject all Bids at any time prior to full execution of Contract and delivery to the Contractor.

22. NOTICE AND SERVICE THEREOF:

All notices given by the Owner, OAR or the Engineer, under the provisions of the Contract Documents, shall be in writing and service of same may be by either of the following methods:

22.1 By delivery of the notice to the Bidder or to any officer of the Bidder if Bidder is a corporation, or to any agent of the Bidder.

22.2 By mailing the notice by United States mail to the address of the Bidder shown on the Bid.

Notices given by the Owner or Engineer shall be effective upon mailing, if mailed.

23. ~~TAXES:~~

~~The Owner is exempt from all taxation in the State of Alabama, including sales and use taxes, under Ala. Code §40-3-59 (1075). In addition, the Bidder is hereby notified that the Bidder will be required to apply for and obtain from the Alabama Department of Revenue, pursuant to Ala. Code §40-9-33, a certification allowing the Bidder to purchase personal property to be incorporated into realty in connection with the Work for the Owner on a tax exempt basis. With regard to property that will not be incorporated into the realty hereunder, the Bidder will be required to comply with the Owner's tax exempt procedures set forth in Section 00230 of this Contract. The Bidder shall not include in the Total Contract Price bid by the Bidder any such taxes.~~

24. TIME OF COMPLETION:

The time of completion is of the essence of this Contract and, each Bidder, if delivered an executed Contract, shall proceed with the Work in accordance with the approved schedule and within the Contract Time specified in the Contract Documents. In the event of failure to complete the Work within the time specified, the Owner may assess damages as provided by law or the Contract Documents, including Liquidated Damages, unless an appropriate extension of time has been granted.

The time of completion or Contract Time for this Contract shall be project duration in words 200 calendar days from the Contractor's Notice to Proceed with construction for the Work, inclusive of the Schedules, and Base Bid/Add Alternates as awarded.

25. MINIMUM WAGE RATES:

For Federally-assisted construction Contracts, minimum wage rates for the construction of the proposed Work have been established by the U.S. Department of Labor, and schedules of labor classification and corresponding prevailing wage rates are included in Section 00250, Wage and Labor Requirements of these Contract Documents. In preparing a Bid, the Bidder shall make an appropriate allowance so that its wage rates will meet the minimum rates required for the Work. The Bidder shall not be relieved of its obligations under the Contract Documents by reason of having failed to make adequate provision for minimum required wage rates.

26. COMPUTATION OF TIME:

In computing the time in which Bidders, Owner or the Engineer have to submit documents or respond to inquiries during the Pre-Construction phase of this Project, intermediate Saturdays and Sundays will be included in determining the permissible number of Days. If the final date for delivery of documents or responses to inquiries falls on a Saturday, Sunday or legal holiday when the Owner's offices are closed, the applicable deadline shall be extended until the next Day that is neither a Saturday, Sunday or legal holiday.

27. ALLOWANCES:

27.1 Contractor shall include in the Total Contract Price all allowances (if applicable) stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

27.2 Unless otherwise provided in the Contract Documents:

27.1.1 Materials and equipment under an allowance shall be selected by the Owner within the time frames required by the Baseline Schedule;

27.1.2 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

27.1.3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Total Contract Price and not in the allowances;

27.1.4 Whenever costs are more than or less than allowances, the Total Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances supported by appropriate substantiating data, such as quotations and time sheets that demonstrate the actual cost.

28. LIQUIDATED DAMAGES:

It is agreed that if the Work is not substantially completed and finally completed as defined in the Contract Documents within the established time frames or within such further time, if any, as shall be allowed for such completion in accordance with the Contract Documents, the Contractor or the Contractor's Surety shall pay to the Owner as Liquidated Damages, and not as a penalty, for such delay, **One Thousand and 00/100 (\$1,000.00) per Calendar Day per Phase** for each and every Calendar Day of construction duration beyond the specified phase duration (see table on page GP-80-05 in General Provisions), and **Five Hundred and 00/100 (\$500.00) per Calendar Day in excess of forty-five (45) Calendar Days** elapsing after actual Substantial Completion is achieved and Final Completion. The total construction duration to substantial completion is 200 calendar days. Substantial completion will not be granted until all work within the project limits is completed per contract documents and accepted, and the project site is FAA Part 139 compliant. Any delay to the reopening of Runway 6-24, Taxiway H and/or other affected taxiways are subject to liquidated damages. Liquidated Damages for delay to reopening pavements are as follows:

- During the nighttime closure of Taxiway H, and other Taxiways, for every hour beyond specified closure that the airport is unable to open due to contractor negligence as noted by Engineer and Owner, **One Thousand Five Hundred and 00/100 (\$1,500) per Hour** of taxiway closure shall be assessed.
- During the nighttime closure of Runway 6-24, for every hour beyond specified closure that the airport is unable to open due to contractor negligence as noted by Engineer or Owner, **Seven Thousand and 00/100 (\$7,000) per Hour** of runway closure shall be assessed.

29. EQUAL OPPORTUNITY REPORT STATEMENT:

Each Bidder shall complete, sign and submit together with its Bid, the Equal Opportunity Report Statement in Section 00052 following the Bid Form. A Bid may be considered unresponsive and may be rejected, in the Owners sole discretion, if the Bidder fails to provide the fully executed Statement, or fails to furnish the required data.

30. CERTIFICATION OF NON-SEGREGATED FACILITIES:

Each Bidder shall complete, sign, and submit together with its Bid, the Certification of Non-Segregated Facilities in Section 00053 following the Bid Form. A Bid may be considered unresponsive and may be rejected, in the Owners sole discretion, if the Bidder fails to provide the fully executed Statement, or fails to furnish the required data.

31. DISADVANTAGE BUSINESS ENTERPRISE DATA:

Each Bidder shall complete, sign, and submit together with its Bid, the DBE Letter of Intent form concerning DBE participation in the Contract in Section 00270. A Bid may be considered unresponsive and may be rejected, in the Owners sole discretion, if the Bidder fails to provide the fully executed Statement or fails to furnish the required data. The apparent low, qualified, responsible, responsive Bidder who receives a Notice of Intent to Award the Contract shall, within ten (10) Calendar Days after the date of Intent to Award, submit all additional information required by the Owner's Disadvantaged Business Participation Policy to the Owner. This Policy is described in part in Section 00270 of the Contract. It is to serve as a guide to the Bidder and the Owner in award of this Contract. The Bidder, in meeting the guidelines of the Disadvantaged Business Participation Policy, is not relieved of its Equal Employment Opportunity obligations under state and federal laws and regulations.

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

AFFIRMATIVE ACTION REQUIREMENT.

(Reference: 41 CFR part 60-4, Executive Order 11246)

APPLICABILITY.

Incorporate in all AIP-funded construction contracts and subcontracts that exceed \$10,000. This notice must be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EA and SMSA and their associated minority goals. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors.

MANDATORY CONTRACT LANGUAGE.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

A. Timetables

B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984
10/3/80)

C. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Alabama, Jefferson County, Birmingham, specifically the Birmingham-Shuttlesworth International Airport.

AFFIRMATIVE ACTION PLAN.

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

32. RECORD DOCUMENTS:

The Contractor shall keep one record copy of the Contract Documents, CBMPP, shop drawings and Plans and samples at the site, in good order and annotated daily to show all changes made during the construction process. **These shall be available to the Engineer for examination and shall be delivered to the Vice President of Planning and Development, BAA upon completion of the Work.** Failure to maintain Record Documents current may be cause to withhold partial payment.

33. FEDERAL LAWS:

Contemplated construction shall be governed at all times by applicable provisions of federal laws, including but not limited to the latest amendments of:

33.1 Equal Employment Opportunity Requirements

Equal Employment Opportunity and Wage and Labor Provisions are specified in Section 00250 of this Contract.

Each Bidder shall complete, sign and include in its Bid the Equal Opportunity Report Statement (Section 00052) and Certification of Non-Segregated Facilities (Section 00053). When a determination has been made to award the Contract to a specific Contractor as the apparent low, qualified responsible, responsive Bidder, such Contractor shall furnish pertinent information regarding its own employment policies and practices as well as those of its proposed Subcontractors as the FAA, the Owner, or the Secretary of Labor may require, prior to execution of the Contract. All such information required of a Subcontractor shall be furnished by the Contractor.

The Equal Opportunity Report Statement, Certification of Non-Segregated Facilities, equal opportunity clause, all other EEO requirements, and all applicable Wage and Labor Provisions shall be included in all non-exempt Subcontracts entered into by the Contractor. No Subcontract shall be awarded to a new non-complying Subcontractor.

In addition, the Contractor will also insert in each of its Subcontracts, a clause requiring the Subcontractor to include these provisions in any lower tier Subcontract, which it may enter into, together with a clause requiring this insertion in any further Subcontracts that may in turn be made.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Project. Failure by the Contractor or any Subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

33.2 Disadvantaged Business Participation

Disadvantaged Business Enterprise provisions shall be followed according to Section 00270 of the Contract.

As a prerequisite to the Owner receiving FAA's concurrence in award, and upon determination by the Owner to award the Contract to a specific Contractor as the apparent low, qualified, responsible, responsive Bidder, such Contractor shall furnish any additional information or reconfirm previously submitted information concerning the assurances outlined in Section 00054 and 00270 as the FAA or the Owner may require.

33.3 Fair Labor Requirements

Labor requirements are provided in Section 00250 and Section 00260 of this Contract.

Minimum wage rates for the construction of the proposed Work have been established by the Secretary of Labor, U.S. Department of Labor. Schedules of Labor Classifications and corresponding Prevailing Wage Rates are included in Section 000250 of this Contract.

33.4 Occupational, Safety and Health Requirements

The Occupational, Safety and Health requirements as described or defined in the following Act, Regulation, or Advisory Circular shall apply to the execution of this construction Contract:

Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91--596.

Title 29, Code of Federal Regulations: Chapter 17, Occupational Safety and Health

Administration; Part 1910, Occupational, Safety and Health Standards; and Part 1926, Safety and Health Regulations for Construction.

FAA AC 150/5370-2F (9/29/11), Operational Safety on Airports During Construction.

33.5 Anti-Kick Back Act

All Contractors and Subcontractors shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 876) as supplemented in Department of Labor Regulations (29 CFR, Part 3) and as described in Attachment 0, Procurement Standards, of the current Federal Register.

33.6 Clean Air Act of 1970

Contracts and Subcontracts of amounts in excess of \$100,000 shall require the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, reference Attachment 0, Procurement Standards of the current Federal Register.

34. **ADDITIONAL INSTRUCTIONS FOR APPARENT LOW QUALIFIED RESPONSIVE BIDDER:**

Contractor assistance is essential to execute specific documents promptly to obtain FAA's concurrence in Contract Award, to execute a Contract with the Owner and to prepare for a Contractor's Notice-To-Proceed.

Contractor is instructed to carefully examine the Contract Documents and to understand what is expected during each phase of the Projects construction. The Owner will maintain the original Bid Form and Bid Bond on file for record purposes. The Contractor will be furnished six (6) copies of the Contract Documents by the Owner. The Contractor shall complete, execute and submit all required documentation within ten (10) Calendar Days after the Notice of Intent to Award the Contract to the Owner. Specific items that must be completed and executed are:

- Bid Items - The Contractor shall confirm with the Owner the Bid Items to be awarded in the final Contract to confirm Total Contract Price.
- Contract Payment, Performance and Guaranty Bonds - Complete in the amount of Total Contract Price, effective upon Owner execution of Contract.
- Evidence of Required Insurance Coverage and Authority to Execute - Complete.
- Disadvantaged Business Enterprise Program, Section 00054 - Complete.

Upon Owners notification of concurrence in Contract award by FAA, the following items must be completed prior to issuance of a Notice to Proceed

- Owner: Execute Contract Documents and forward copy to Contractor and FAA.
- Contractor: Prepare detailed procurement and construction schedule for immediate submittal to the Owner and Engineer. Confirm all Subcontractor names and material Suppliers. Schedule shall be submitted to the Owner and Engineer for review at least five (5) Working Days (weekends excluded) prior to the scheduled date of the Pre- Construction Conference.

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SECTION 00054 - DISADVANTAGED BUSINESS ENTERPRISE DATA

The Bidder will complete the following statement by checking the appropriate box (check one only). Failure to complete this statement may be grounds for rejection of Bid.

- The Bidder assures that it will meet the requirements of the DBE Provisions, Item 9.0 of Section 00030 - INSTRUCTIONS TO BIDDERS and the Birmingham Airport Authority's Policy and Program, and will utilize not less than the prescribed goal of **19% DBE** participation. The DBE assurance stated above is the minimum prescribed goal, however, additional DBE participation is encouraged and the actual DBE contractual commitment will be the percentage of the dollar amounts of participation shown on the validated Letter(s) of Intent submitted by the Contractor. It is understood that the dollar amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to DBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the total DBE Commitment may only be modified by Change Order.

- The Bidder is unable to assure DBE participation of the prescribed Goal of 19% in this Contract, but will provide for a minimum of _____ % participation. (If this box is checked, Bidder may fill in the percentage blanks and document on a separate attachment to this Assurance, Bidder's efforts in attempting to meet the Goal as instructed in Section 00056 – DISADVANTAGED BUSINESS UNAVAILABILITY CERTIFICATION, and the Birmingham Airport Authority's DBE Policy and Program.

On all contracts for which a Contract Goal has been established, the Authority will inform all competitors that they will be required to submit DBE participation information to the Authority as part of their Bid. All DBEs must be certified by the Authority at the time the bids are submitted. Failure of a Bidder to submit a Letter of Intent with the following DBE information stated below in their Bid may render the Bid nonresponsive:

1. The names and addresses of DBE firms that participate in the Contract;
2. A description of the Work each named DBE firm will perform; and
3. The dollar amount of participation by each named DBE firm.
4. Written documentation of the Bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal.
5. Written confirmation from the DBE subcontractor that it will be participating in the contract as provided in the Bid.
6. A copy of each named DBE's certification letter from the Authority.

A SEPARATE LETTER OF INTENT MUST BE COMPLETED FOR EACH DBE FIRM.

Letter of Intent

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

Name of Prime Bidder's firm: _____

Address: _____

City: _____

Telephone: _____ FAX _____ E-mail _____

Prime Bidder's Contract Amount \$ _____

Percentage of Contract Amount performed by Prime Bidder _____ %

Name of DBE firm: _____

Address: _____

City: _____

Telephone: _____ FAX _____ E-mail _____

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 or 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 Percent 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 Prime Bidder 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 DBE Authorized Representative) (Title) (Name of DBE Firm)

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

EACH CONTRACT THE AUTHORITY EXECUTES WITH THE CONTRACTOR (AND EACH SUBCONTRACT THE CONTRACTOR EXECUTES WITH A SUBCONTRACTOR) MUST INCLUDE THE FOLLOWING CLAUSE:

Contractor's DBE Assurance: The Contractor or Subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

The word "Contractor" as used in this Assurance will mean the same as "Bidder".

(Name of Bidder)

By: _____
(Signature*)

Title: _____

Date: _____

* Must be same signature on Bid Form.

END OF SECTION 00054

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SECTION 00270 – DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid conditions apply to this Federally Assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

270.01 DEFINITION

Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in Section 26.5 subpart "A" to 49 CFR Part 26.

270.02 POLICY

It is the policy of the Authority that DBEs as defined in 49 CFR Part 26 will have maximum opportunity to participate in the performance of all Authority projects and the Bidder will take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Bidders will demonstrate that they will subcontract with certified DBEs, or clearly demonstrate in a manner acceptable to the Authority its good faith efforts to obtain DBE subcontractors. The successful bidder's DBE commitment as stated on their Letter(s) of Intent will be incorporated into the contract and will be enforceable under the terms of the contract.

Bidders are encouraged to refer to the Authority's DBE Policy and Program which is posted on the Authority's website: www.flybirmingham.com. Bidders should refer to the directory of DBE companies certified by the Birmingham Airport Authority's DBE Program. Additional assistance may be obtained by calling the Authority's DBE Liaison Compliance Officer at 205-599-0522.

270.03 OBLIGATION

Each contract the Authority executes with the Bidder and each subcontract the Bidder executes with a subcontractor, must include the following clause:

"The Bidder or subcontractor will not discriminate on the basis of race, creed, color, national origin, or sex in the performance of this contract or subsequent subcontracts. Failure of the Bidder or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate."

270.04 CONTRACTOR ASSURANCE

Reference 49 CFR Part 26.13(b)

270.05 CONTRACT AWARD

Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this FAA assigned contract. (Good Faith Effort - Sub-Part "C"; 26.53).

The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.

270.06 DBE PARTICIPATION GOAL

DBE Goals are established for each specific prime contract with subcontracting opportunities. The Bidder will subcontract with DBEs certified by the Authority at least **19%** of the dollar value of the Prime Contract.

Only DBEs certified by the Authority will count toward the Contract Goal. In accordance with the Authority's policy, "A recipient may count expenditures of materials and supplies obtained from a DBE Manufacturer at 100% of the cost of the materials or supplies toward DBE Goal." In accordance with the Authority's policy, "A recipient or Contractor may count toward its DBE Goal 60% of its expenditures for materials and supplies required under a Contract and obtained from a DBE regular dealer."

In the event that the Bidder for this solicitation qualifies as an eligible DBE, the Contract Goal will be deemed to have been met, if the Bidder performs at least the prescribed DBE Contract Goal percentage of the Work with its own forces. The Bidder will be required to submit information concerning those DBEs that will participate in this Contract at the time its Bid is submitted to the Authority. The information will include the names and addresses of each DBE, description of the Work to be performed by each named DBE firm, the dollar amount of said Work and percent of the Contract, written documentation of the Bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract Goal, and written confirmation from the DBE subcontractor that it will be participating in the Contract provided in the Prime Bidder's Bid. Failure of the Bidder to submit the required DBE information in its Bid may render the Bid non-responsive. If the Bidder fails to achieve the Goal stated herein, the Bidder will be required to provide documentation demonstrating that the Bidder made "Good Faith Efforts" in attempting to do so.

270.07 AVAILABLE DBES

To ensure the eligibility of DBEs proposed to participate on the contract, all DBEs must be certified by the Authority regardless of their certification with another agency. The Authority's DBE Directory may be found on the Authority's website at www.flybirmingham.com, under "About BHM" section or by contacting the Authority's DBE Liaison Compliance Officer at 205-599-0522. ***DBEs must be certified with the Authority at the time bids are received.***

270.08 CONTRACTOR'S REQUIRED SUBMISSION

The owner requires the submission of the following information with the bid. The required forms are included in Division I:

Section 00054 – Disadvantaged Business Enterprise Data Section
00055 – Non Disadvantaged Business Enterprise Data Section
00056 – Disadvantaged Business Unavailability Certification

Bidder Efforts to Meet DBE Subcontract Goals:

1. In all contracts, the apparent successful Bidder will satisfy the Authority that it has made "Good Faith Efforts" to utilize DBEs in meeting the established DBE Goal. "Good Faith Efforts" are those efforts that could reasonably be expected to result in DBE Goal attainment by a Bidder who aggressively and actively seeks to obtain DBE participation. Efforts that are merely "Pro Forma" are not "Good Faith Efforts" to meet DBE Goals. Efforts to attain DBE participation are not "Good Faith Efforts" to meet the Goals even if they are sincerely motivated, if, given all reasonable circumstances, the efforts could not reasonably be expected to produce a level of DBE participation sufficient to meet such Goals. In determining whether or not the apparent successful Bidder has made such "Good Faith Efforts" to meet the Goal, some of the factors the Authority will consider are the following:
 - a. Whether the Bidder attended any Pre-Solicitation or Pre-Bid Meetings that were scheduled by the Authority to inform DBEs of contracting and subcontracting opportunities;
 - b. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities at least ten calendar days prior to bid opening;

- c. Whether the Bidder provided written notice by certified mail to a reasonable number of specific DBEs that their interest in the Contract was being solicited at least ten calendar days prior to bid opening;
 - d. Whether the Bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested;
 - e. Whether the Bidder selected portions of the Work to be performed by DBEs in order to increase the likelihood of meeting the DBE Goals “Good Faith Efforts” and, in the case of federally-funded projects, the DBE Goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
 - f. Whether the Bidder provided interested DBEs with adequate information about the Drawings, Specifications or requirements of the Contract;
 - g. Whether the Bidder negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
 - h. Whether the Bidder made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Authority or Contractor;
 - i. Whether the Bidder effectively used the services of available minority community organizations; minority contractors' groups; local, state and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs;
 - j. Whether the Scope of Work submitted by the Bidder to any DBE contractor, DBE subcontractor, DBE sub-subcontractor, DBE supplier, DBE sub-supplier or DBE sub-sub-supplier, and so on, either directly or in-directly, was intended to achieve, in whole or in part, the specified DBE participation;
 - k. Whether the replies or quotes from DBEs in response to Scopes of Work submitted to them by contractors, either directly or indirectly, were fair and responsive;
 - l. Whether the Bidder fairly represented DBE quotations in the formulation of the Bidder's bid as shown on the Contractor's bid tabulation or other work documents supporting the Bidder's bid; and
 - m. Whether the Bidder contacted the Authority's DBE Liaison Compliance Officer for assistance in meeting the Authority's DBE Goals.
2. Bidders who do not meet DBE contract Goals may alternately satisfy the good faith efforts requirement by documenting their efforts to do so, and on a finding by the Authority that the Bidder did not meet the good faith effort, are entitled, at their option, to the administrative reconsideration process as outlined in the Authority's DBE policy.
 3. Any Bidder who meets the DBE Goals will be deemed to have made the necessary “Good Faith Efforts” without the need for further proof. Failure to meet the Goal may be grounds for refusing to award the Contract, if, upon investigation by the Authority, such investigation shows that the Bidder refused to make a “Good Faith Effort” to meet the Goal, or that the failure was due to discrimination. In that event, the Authority may refuse to award the Contract to that Bidder.
 4. The Authority will require Bidders to submit documents that show that they obtained enough participation from certified DBEs to meet the DBE Goals. Failure to provide such information may

render the bid non-responsive. However, the Authority reserves the right to require such additional and supplemental information solely for the purpose of clarifying the DBE information submitted by the Bidder. The individual responsible for making initial good faith determinations for the Authority will be the DBE Liaison Compliance Officer.

Bidder's DBE Assurance: Each Bidder will submit written assurance of its ability to meet the prescribed Goal in its Bid. Bidders may be considered non-responsive and may be ineligible for award of Contract if their Bid does not contain this Assurance. The Bidder agrees to indemnify the Authority from the loss of any funds or other damages that may result from Bidder's failure to achieve the DBE Goal set forth herein or to establish a good faith effort to do so, including attorney's fees and costs associated with said failure by Bidder or good faith investigation by Authority. Failure of Bidder to achieve the DBE Goal as bid without showing a "Good Faith Effort" to do so, will be considered a material breach of the Contract. The determination of whether Bidder's efforts were made in "Good Faith" will be made by Authority.

NOTE: The items set forth above are merely suggested criteria and the Owner may specify that additional information be submitted regarding certain other actions the contractor took to meet the goals. The contractor may also submit to the owner other information in an effort to meet the goals.

270.09 DBE PAYMENT CERTIFICATION FORM

The Birmingham Airport Authority has a prompt payment clause and a DBE payment certification form. The certification form, see attachments "B" and "B-1," shall be submitted to the DBE Officer on a monthly basis to ensure that the DBEs and other small business are paid according to the prompt payment clause. The certification form shall be submitted monthly whether a payment was made to the DBEs or not until the project is completed.

ATTACHMENT "A"

CONTRACTOR'S ASSURANCE

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-Assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

DBE CERTIFICATE OF COMPLIANCE

_____ is a contractor who understands that the DBE participation information will be required prior to committing the Birmingham International Airport to award the contract to the apparent successful competitor. If a contract goal has not been established, then the above statement will not be included in the solicitation. However, if a goal has been decided then the goal will be listed in all solicitations.

REQUIREMENTS FOR AN EFFECTIVE DBE PROGRAM

1. DBE Program
2. DBE Directory
3. Project/Contract Goals
4. DBE Data Reporting Forms
5. DBE Firm Certifications
6. Good Faith Effort review and Determinations
7. Reporting
8. Compliance
9. Complaints & Appeals Procedure
10. Program Enhancements

Although DBE goals are often the focus of the program, airport sponsors are required to implement a full range of actions to ensure that their DBE programs are successful. **Airports must approve the substitution of any DBE subcontractor and must determine that the contractor made reasonable efforts to find another DBE.** Many airports may rely upon the DBE certification done by other approved entities where UCP is concerned.

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned contractor certifies that it does not maintain any segregated facilities (on the basis of race, color, religion, sex, or national origin), nor will it permit its employees to perform their services where segregated facilities are maintained. This certification is in accordance with the regulations at 41 C.F.R. #60-1.8, covering federal and federally assisted contracts of more than \$10,000, and individual contracts for indefinite quantities that are reasonably expected to total more than \$10,000 in any year. The contractor will obtain identical certifications from proposed subcontractors prior to the award of any nonexempt subcontracts, and will retain such certifications in its files.

Name of Subcontractor/Vendor

Name & Title of Representative

ATTACHMENT "B"

BIRMINGHAM AIRPORT AUTHORITY		49CFR Part 26 Section 26.29		Rev: 6/25/09				
DBE LIAISON COMPLIANCE OFFICER								
PROJECT # _____				PAY APPLICATION # _____				
CONTRACTIVE PARTY _____		DBE _____	PAYMENTS _____	MONTH/YEAR: _____ DBE _____				
<u>SCHEDULE OF VALUES</u>								
		SCHEDULED AMOUNT		THIS PERIOD		PREVIOUS PERIOD		BALANCE TO FINISH
OTAL:								
<p>I, _____, certify that the above amounts are true and conform with our contract agreement. I certify that all DBE and small businesses participating on this contract will be paid ten days after I receive a check from BAA. I certify that all NON-DBE's will be paid within ten (10) days of receipt of check from Birmingham Airport Authority.</p> <p>Executed by: _____ this the _____ day of _____ Year: _____</p>								

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Birmingham-Shuttlesworth International Airport
Taxiway H Connectors Rehabilitation

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ATTACHMENT "B"

PROMPT PAYMENT AND PROMPT RETURN OF RETAINAGE

The prime contractor agrees to pay each DBE and small subcontractors under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from Birmingham Airport Authority. The prime contractor agrees further to return retainage payments to each DBE and small subcontractor within (30) days after the subcontractor's work is satisfactorily inspected and approved. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Birmingham Airport Authority. This clause applies to both DBE and non-DBE subcontractors. This is in compliance with 49 CFR Part 26.29.

The return of retainage policy is based upon satisfactory completion of work done by the DBE participants and other small business. It requires that the prime contractor, the subcontractor(s), the BAA Project Manager, Consultant, and/or any other interested party associated with the project, to complete a formal inspection. Then create a punch list of any deficient items and satisfactory correction of any such items within 30-day period. Then retainage amounts will be deducted from the prime contractor's retainage on the next invoice, per the P&D Project Managers.

See BAA policy on alternative disputes resolution under Part 26.29. The BAA Project Manager and/or legal counsel will be the prime representative to settle any and all disputes concerning the DBE program, policies, procedures, and good faith investigation hearings.

**ATTACHMENT "C" BIRMINGHAM
AIRPORT AUTHORITY**

FIRM PROFILE – COMPANY COMPOSITION

DBE LIAISON COMPLIANCE OFFICER'S REPORT

The following are the correct number of employees and officers of the COMPANY serving as a PRIME CONTRACTOR AND NON-PRIME CONTRACTOR with the Birmingham Airport Authority where FAA and Non-FAA funds are used: **49 CFR Part 26 Section 26.11.**

NAME OF COMPANY _____

CATAGORIES	#WHITE	#BLACK	#OTHERS
-------------------	---------------	---------------	----------------

OFFICERS OF THE COMPANY _____

MIDDLE MANAGERS _____

SUPERVISORS _____

OTHER _____

FULL TIME HOURLY WORKERS _____

PART TIME WORKERS _____

SMALL BUSINESS _____

IS YOUR ANNUAL GROSS RECEIPTS (MILLIONS)

(\$1-\$3) _____ (\$4-\$8) _____ (\$9-\$12) _____ over \$12 _____

WHEN WAS THE LAST TIME YOU USED A DBE FORM? Explain on a separate sheet.

On behalf of _____, I
hereby certify under penalty of perjury that the information contained in this DBE report is true and correct.

As of the _____ day of _____.

Signed By: _____

**BIRMINGHAM AIRPORT AUTHORITY
COMPLIANCE-SAFETY OFFICER'S REPORT
PRE-BID AND CONTRACT NEGOTIATIONS**

DEFINITIONS

Responsive Bidder -

A person or firm who has submitted a bid which conforms in all material respects to the invitation to bid.

Responsible Bidder -

A person or firm who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been pre-qualified, if required.

REGULATION: 49 CFR PARTS 26.53

Revised: June 26, 2009

QUESTION:

DO THE DBE PROGRAM AND DBE CONTRACT GOALS APPLY TO CHANGE ORDERS IN CONTRACTS?

ANSWER:

- A recipient's DBE program applies to all its DOT-assisted contracting, including change orders to an existing contract which have more than a minimal impact on the contract amount.
- If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. This is true regardless of whether the recipient or the contractor initiates the change order.
- For example, supposed that a recipient awards a \$1 million contract to Firm X. The contract goal is 15 percent. Firm X meets the contract goal by obtaining DBE participation from subcontractor or suppliers amounting to \$150,000.
- Part way through performance of the contract, the recipient determines that additional work is necessary, and issues a change order that will add \$500,000 to the total contract price. The 15 percent contract goal applies to this additional \$500,000.
- To meet the contract goal as applied to the change order, Firm X would have to make good faith efforts to obtain an additional \$75,000 in DBE participation. It could meet this obligation either by obtaining the additional \$75,000 in work by DBE subcontractors or suppliers or by documenting good faith efforts.
- The recipient would determine, on a case-by-case basis, what would constitute good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant.
- There may be situations in which a change order has such a minimal effect on the overall contract amount or the expected DBE participation on a contract that it would not be sensible to alter DBE requirements affecting the contract. If a recipient believes that a change order has such a minimal effect, the recipient should contact the relevant DOT operating administration for guidance on whether it is necessary to alter DBE requirements affecting the contract.

**Birmingham Airport Authority
Disadvantaged Business Enterprise
DBE – Replacement Form**

Prime Contractor: _____

Contact Person: _____

Address: _____

City/State: _____

Telephone/Fax Number: _____

Contract Number: _____

Project Name: _____

DBE to be replaced: _____

Why? _____

Amount paid DBE to date: _____

Replacement DBE: _____

Amount to be paid? _____

Comments: _____

Signed: Program Manager: _____

Signed: Prime Contractor: _____

Approved by BAA DBE Officer: _____ Date: _____

Not Approved: _____ Date: _____

END OF SECTION 00270