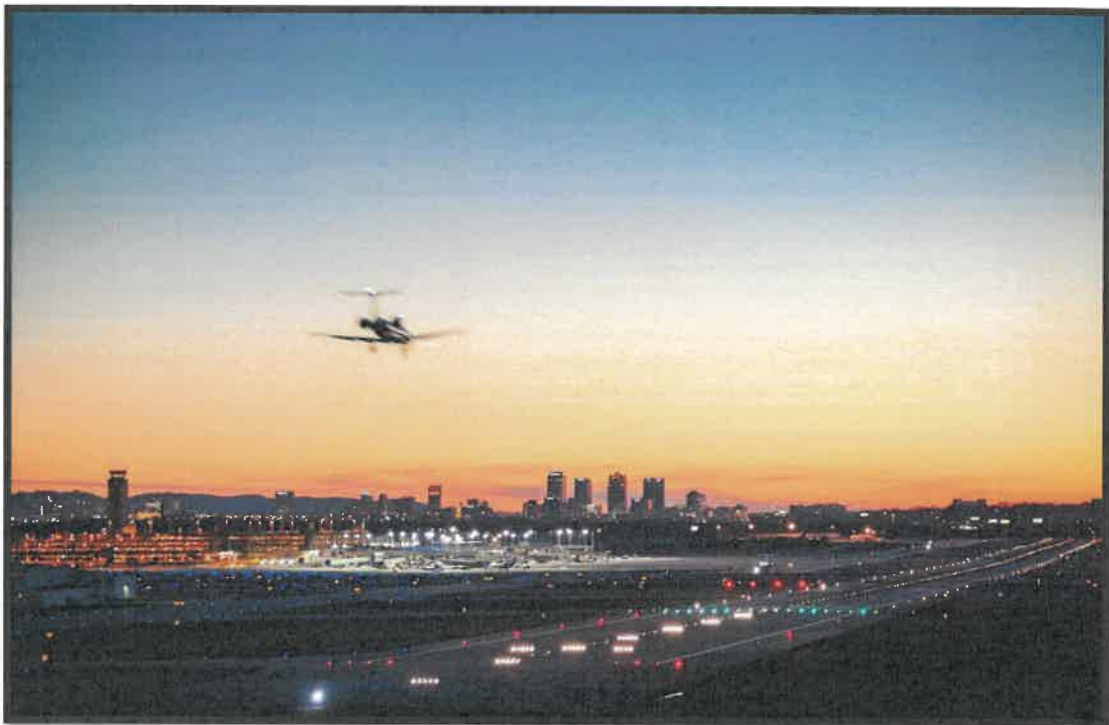


Request for Quotation (RFQ) Airfield Marking Application



**Birmingham Airport Authority
May 2024**

I. Introduction

A. Project Description

The Birmingham Airport Authority (BAA) is requesting quotations from qualified vendors to complete an airfield marking application project (the "Project") per the Scope of Project section of this RFQ.

II. Scope of Project

A. Goals

- i. To enter into a contract with the best valued Vendor to perform surface preparation, removal (as needed) and reapplication of all existing markings identified below:

- 1. Air carrier and air cargo ramp(s) markings**

- a. Service road markings
- b. Taxilane centerline and edge line markings
- c. Movement boundary markings
- d. Shoulder markings

- 2. Runway 6/24**

- a. Centerlines
- b. Edge lines
- c. Threshold markings
- d. Chevrons
- e. Touchdown zone markings
- f. Aiming point markings
- g. Displaced threshold markings
- h. Hold short markings – Pattern A (associated with Runway 18/36)

- 3. Runway 18/36**

- a. Center lines
- b. Edge lines
- c. Threshold markings
- d. Chevrons
- e. Touchdown zone markings
- f. Aiming point markings
- g. Displaced threshold markings
- h. Hold short markings – Pattern A (associated with Runway 6/24)

- 4. Taxiway 'A' and connectors**

- a. Taxiway centerlines
- b. Enhanced centerlines (associated with Runway 6/24 and Runway 18/36 hold shorts)
- c. Surface painted hold signs (associated with Runway 6/24 and Runway 18/36 hold shorts)
- d. Hold short markings – Pattern A (associated with Runway 6/24 and Runway 18/36)
- e. Edge lines
- f. Movement boundary markings
- g. Shoulder markings
- h. ILS Pattern B markings

- 5. Taxiway 'B' and connectors**

- a. Taxiway centerlines
 - b. Enhanced centerlines (associated with Runway 6/24 and Runway 18/36 hold shorts)
 - c. Surface painted hold signs (associated with Runway 6/24 and Runway 18/36 hold shorts)
 - d. Hold short markings – Pattern A (associated with Runway 6/24 and Runway 18/36)
 - e. Edge lines
 - f. Movement boundary markings
- 6. Taxiway ‘H’ and connectors**
- a. Taxiway centerlines
 - b. Enhanced centerlines (associated with Runway 6/24)
 - c. Surface painted hold signs (associated with Runway 6/24)
 - d. Hold short markings – Pattern A (associated with Runway 6/24)
 - e. Edge lines
 - f. Movement boundary markings
 - g. ILS Pattern B markings
- 7. Taxiway ‘M’**
- a. Taxiway centerlines
 - b. Enhanced centerlines (associated with Runway 6/24 and Runway 18/36 hold shorts)
 - c. Surface painted hold signs (associated with Runway 6/24 and Runway 18/36 hold shorts)
 - d. Hold short markings – Pattern A (associated with Runway 6/24 and Runway 18/36)
 - e. Edge lines
 - f. ILS Pattern B marking
- 8. Taxiway ‘N’**
- a. Taxiway centerlines
 - b. Enhanced centerlines (associated with Runway 18/36 hold short)
 - c. Hold short markings – Pattern A (associated with Runway 18/36)
 - d. Surface painted hold signs (associated with Runway 18/36 hold short)
 - e. Edge lines
- 9. Taxiway ‘P’**
- a. Taxiway centerlines
 - b. Edge lines
 - c. Movement boundary markings
- 10. Taxiway ‘F’**
- a. Taxiway centerlines
 - b. Enhanced centerlines (associated with Runway 6/24 and Runway 18/36 hold shorts)
 - c. Surface painted hold signs (associated with Runway 6/24 and Runway 18/36 hold shorts)
 - d. Hold short markings – Pattern A (associated with Runway 6/24 and Runway 18/36)
 - e. Edge lines
- 11. Taxiway ‘G’ and connectors**

- a. Taxiway centerlines
 - b. Enhanced centerlines (associated with Runway 18/36 hold shorts)
 - c. Surface painted hold signs (associated with Runway 18/36 hold shorts)
 - d. Hold short markings – Pattern A (associated with Runway 18/36)
 - e. Movement boundary markings
- To provide a quote for services to perform all work described within the Scope of Project section of this RFQ.
 - Markings will be removed (as-needed), surface prepared, and markings reapplied according to FAA Advisory Circular 150/5340-1, current edition.
 - As needed, markings will be removed via water blasting.
 - Pavement joints are to be protected from damage during the paint removal process. All damaged pavements shall be replaced to its original condition at the Vendor's expense.
 - The work schedule will be dependent on (i) the location of work on the airfield and (ii) BAA's approval. The Vendor should expect both daylight and nighttime work as part of the Project scope.
 - Removal waste will be properly disposed of at an approved location off BAA property.
 - Water source is available on airport property, but use will be metered and paid for by the Vendor.
 - Airfield marking diagram attached as Appendix A is provided as part of this RFQ for reference purposes only. All participants must account for verification of associated marking quantities as part of their quote.

III. General Conditions

- i. **Terms and Conditions:** Vendor agrees to abide by all the terms and conditions contained in this RFQ. Any exceptions to the requirements of this RFQ, or the BAA's terms and conditions of this RFQ, shall be noted in writing, with detailed explanation, and included with the RFQ submittal. The Vendor acknowledges that taking exceptions to this RFQ may subject the response submittal to be rejected.
- ii. **Discussions and Questions:** All questions must be submitted in writing and directed to the Birmingham Airport Authority (BAA) Department of Facilities at mnelson@flybhm.com in order to be considered. The Vendor shall not attempt to discuss any aspects of the request with any other party except for the email address described in this RFQ. No verbal agreements will be considered during the bid/quote process. BAA reserves the right to reject the bid/quote of any Vendor violating this provision.
- iii. **Completeness:** All requested information and required forms must be completed, signed, and submitted with this document to constitute a proper bid/quote. The entire package must be complete with all required forms, signature, and information. Failure to complete or comply with any part of the specifications or requirements in this RFQ may constitute a basis of rejection. It is the right of the BAA to reject any RFQ submittal in this solicitation document.
- iv. **Errors:** Vendors' or their authorized representative are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting

bids/quotes. Vendors are cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFQ. In quoting prices, wherever the Vendor has made an error and has corrected, all such corrections should be initialed by the person signing this RFQ. If errors occur in the extension of prices in the RFQ, the unit prices shall govern. Failure to comply with this provision may result in rejection of Vendor's submittal. All documents submitted must be legible.

- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the approval of the BAA. If changes or modifications are made without the approval of BAA, the proposal submitted by Vendor may be rejected.
- vi. **Compliance with Laws:** The Vendor shall obtain and maintain all licenses, permits, liability insurance, and workman's compensation insurance, and maintain compliance with any other federal, state, or local requirements during the term of the contract with BAA and in submitting a bid/quote.
- vii. **Specifications:** Whenever mention is made of any article, material, or workmanship to be in accordance with any laws, ordinances, codes, regulations, etc., these requirements shall be construed to be the minimum requirements of these specifications.
- viii. **Description of Materials:** Materials provided for the Project will comply with specifications noted in FAA Advisory Circular 150/5340-1, current edition.
- ix. **Quality:** All materials used for the manufacture or construction of any supplies, materials, equipment, or service shall be new unless otherwise specified. All materials shall be of the best quality, and to the highest grade of workmanship that meet the specifications in this document. Materials or service must comply with all applicable Federal, State, or OSHA requirements.
- x. **Acceptance of Material:** The materials delivered shall remain the property of the Vendor pending physical inspection and acceptance to the satisfaction of the BAA. In the event the material supplied to BAA is found to be defective or does not conform to specifications, the BAA reserves the right to cancel the order upon written notice to the Vendor and return the product(s) to the Vendor at the Vendor's expense, and to invoke the provisions of the section titled "Default".
- xi. **Default:** Any contract made between BAA and the Vendor can be cancelled by the BAA in whole or in part via written notice, upon the Vendor's non-performance or violation of contract terms. An award may be made to the lowest quoting vendor for material or services specified, and purchases may be made on the open market. The defaulting Vendor shall be liable for costs to the BAA in excess of the defaulted contract prices. The Vendor shall continue the performance of the contract to the extent any part is not terminated under the provisions of this clause.
- xii. **Guarantee:** The Vendor shall unconditionally guarantee the materials and workmanship on all materials and/or services for the Vendor's specified guaranteed period, unless otherwise stated. Within the guarantee period, if any defects occur which are due to faulty material and/or services, Vendor shall repair, replace, and/or adjust such faulty material and/or services to the complete satisfaction of the BAA. These repairs, replacements, or adjustments shall be made only at a time lest detrimental to the operation of the BAA.
- xiii. **Add/Delete Items:** During the term of the contract, items and/or services may be added and/or deleted to the contract upon agreement between the successful Vendor and BAA.

- xiv. **Reimbursement:** The BAA will not reimburse the Vendor for any costs associated with the preparation and submittal of any RFQ response, or for any travel and/or per diem costs that are incurred.
- xv. **Submitted Material:** All requests, responses, inquiries, or correspondence relating to, or in- reference to this document submitted by Vendors shall become the property of the BAA when received. Once an award is made, all excess copies at the Vendor's request may be destroyed.
- xvi. **Outside Estimates:** The BAA reserves the right to obtain an outside estimate, or to have the product or service provided outside of this contract when it is in the best interest of the BAA.
- xvii. **Disclaimer:** This is a Request for Quotation. This is not an offer or contract. The submission of a bid/quote in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Vendor. BAA reserves the right to reject or disregard any or all bids/quotes, to negotiate with any or all Vendors, and/or to enter a contract or contracts with any firm or firms for any or all of the services described herein. BAA is not obligated to respond to any statement or bid/quote. This RFQ is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.

IV. Special Conditions

- i. **Minority Business:** The BAA encourages all Disadvantaged Business Enterprises (DBE) to participate.
- ii. **Indemnification:** Vendor undertakes and agrees to indemnify and hold harmless BAA, and any and all its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including by not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability, including but not limited to death or injury, or for damage to, or destruction of, any property, arising by reasons of the performance of the contract to the extent caused by the negligent performance of the professional services under the contract on the part of the Vendor, or any of the Vendor's subcontractors, employees, or anyone for whom the Vendor has obligated itself under the contract. THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO COMPANY BY THE BAA.
- iii. **Changes and Alterations:** The BAA reserves the right to make any alterations in the RFQ and/or contract as may be necessary due to changing conditions found during the Project. The Vendor shall not claim forfeiture of contract by reasons of such changes by the BAA representative. If such changes increase or decrease the amount of the work or materials, the Vendor will be paid according to the quantity of product delivered at the prices established for such work under the contract. Any alterations or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits. Any alterations from the original job estimate provided by Vendor must be submitted in writing and must be approved by the designated BAA Representative.
- iv. **Cure and Cover Clause:** If a successful Vendor fails, or BAA concludes that there is a reasonable likelihood that the Vendor will not be able to timely perform its obligations under this RFQ and/or contract, BAA may (in addition to any other contractual, legal, or equitable remedies) proceed to take any of the following actions

after five (5) days' written notice to the Vendor: (A) Withhold any monies then or next due to the Vendor; or (B) Terminate the contract and obtain the deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for the same, and withhold the amount so paid from any money then or thereafter due to Vendor and hold Vendor liable for any amounts paid to the third party (or parties) to the extent that withholding payments to the Vendor does not cover BAA's cost of cover.

- v. **The BAA Reserves the Right:** (a) to award bids/quotes received on individual items, or on the entire list of items; and (b) to reject any or all bids/quotes or any part thereof; and (c) to waive any irregularities and/or technicalities on the bids/quotes; and (d) to accept the bid/quote that is in the best interest of BAA; and (e) to obtain clarification or additional information for any bid/quote; and (f) to purchase either selected items, or to not select any Vendor or purchase any goods and/or services resulting from this request; and (g) to reject any Vendor who has previously failed to perform properly or complete on time projects of a similar nature, and (h) to reject any Vendor whom investigation shows Vendor is not in a position to perform the Project and/or service as specified in this RFQ.
- vi. **Basis of Award:** The basis of evaluation will be low bid/quote considering price and Vendor availability to seek or exceed BAA's specifications and requirements. The bid/quote is subject to be awarded to the most responsive and responsible Vendor whose bid/quote is evaluated to be the most advantageous to the BAA considering price and other factors. The award can be made to one or multiple Vendors, whichever is in the best interest of the BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services if the primary supplier cannot make provision to the BAA when time is of the essence.
- vii. **Insurance:** The selected Vendor shall procure, at its expense, and keep in full force and effect at all times during the term of the contract, the types and amounts of insurance specified herein and in Appendix C attached hereto and made a part hereof.

V. Submittal Requirements

A. Project Quotation

Vendors shall submit three (3) hard copies and one (1) electronic copy (via USB flash drive) of Project Quotes at the address below no later than 2:00 p.m. CST on **May 30, 2024**.

Contact: Ed Seoane, Vice President of Purchasing

E-mail: eseoane@flybhm.com

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

It is required that each firm's submittal packages are clearly identified and delivered in a sealed package. It is encouraged that the packages are hand delivered to the BAA's administrative office front desk. All submittals will be stamped and recorded as received upon delivery. Submissions shall remain valid for one hundred eighty (180) days from the

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

All questions associated with this RFQ must be submitted in writing via e-mail to mnelson@flybhm.com by the deadline identified for questions/clarifications (see RFQ timeline).

B. Project Quotation Format

The basis of the award is defined in Section IV Special Conditions, Part VI. Vendor’s Project Quote shall be structured as follows:

- i. A detailed cost estimate to complete the Project as described in the Scope of Work section of this RFQ:
 - a. Airfield marking application: Not-To-Exceed amount and unit price breakdown is required for each item identified in the scope.
 - b. Surface preparation: Not-To-Exceed amount and unit price breakdown is required for each item identified in the scope.
 - c. Mobilization: A single Not-To-Exceed amount is required for the total of all elements identified in the scope.
 - d. Total Sum for NTE items
 - e. As-needed airfield marking removal: Unit price per square foot.
- ii. A unit cost to complete additional work identified after the award of the contract (additional work will be quoted on a unit cost basis for removal, and a unit basis for surface preparation and line painting).

A bid form is enclosed in Appendix B and must be filled out for the submittal.

C. RFQ Timeline (subject to modification by BAA)

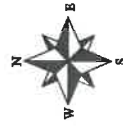
RFQ Posted	May 6, 2024
Site Visit (Not Mandatory)	May 16, 2024
Deadline for Questions/Clarifications	May 23, 2024
Deadline Quote Submittal	May 30, 2024 – 2:00 PM
Anticipated Award Date	June 2024

D. Site Visit

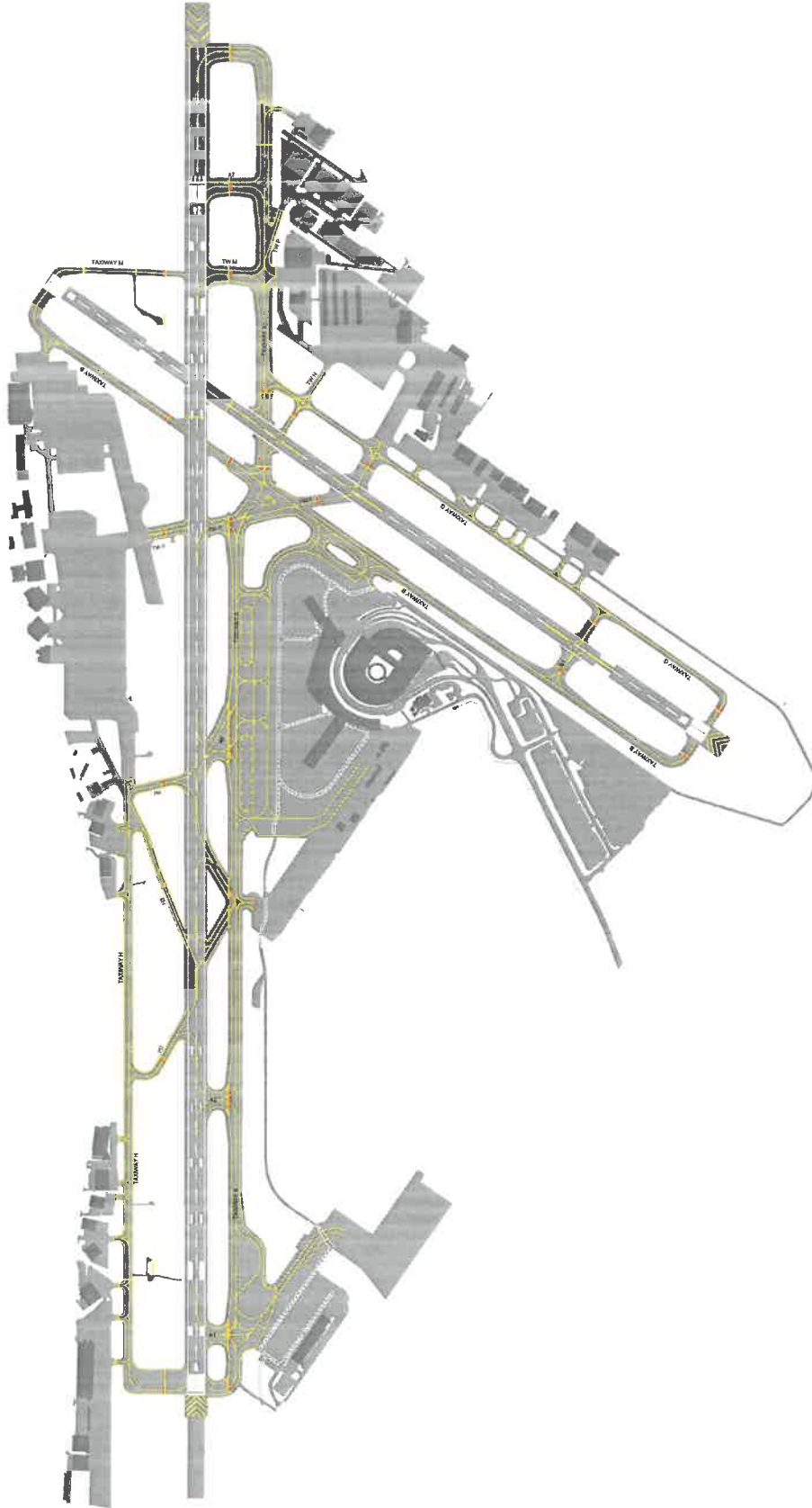
Weather permitting, a non-mandatory site visit will be offered on May 16, 2024. All attendees who plan to attend must RSVP to Matthew Nelson at Mnelson@flybhm.com by close of business on May 13, 2024. Instructions to the site visit will be provided upon receipt of RSVP.

Appendix A

Airfield Marking Diagram



SCALE: NTS
DRAWN BY: JRM
DATE: 02/10/2008



Appendix B

Bid Form

I. Contract Costs for Products and Services

If the BAA enters a contract with the Vendor to secure the products and services described in this Agreement, the costs outlined in this Cost Proposal Form shall apply.

A. Signature

The Cost Proposal Form must be typed into or filled out with pen and ink and signed in longhand, in ink, by a principal authorized to make contracts.

B. Quantities

The quantities or usage requested are estimated only unless otherwise stated. No guarantee or warranty is given or implied by BAA as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for Vendor's information only and will be used for bid tabulation and cost comparison. BAA reserves the right to increase or decrease quantities until contract is finalized.

C. Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices quoted elsewhere in Vendor's proposal, the prices quoted on this Cost Proposal Form shall prevail.

D. Cost Table for Marking Services

The following labor rates shall apply to all on-site work requested to accomplish the scope of work inclusive of all materials, labor, travel, fuel, insurance coverage, etc.

Element 1: Air Carrier and Air Cargo Ramp(s) Markings			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Service Road			
Taxilane Centerline and Edge Line			
Movement Boundary			
Shoulders			
Total Not to Exceed for Element 1:			

Element 2: Runway 6/24			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Centerlines			
Edge Lines			
Thresholds			
Chevrons			
Touchdown Zones			
Aiming Points			
Displaced Threshold			
Hold Shorts			
Total Not to Exceed for Element 2:			

Element 3: Runway 18/36			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Centerlines			
Edge Lines			
Thresholds			
Chevrons			
Touchdown Zones			
Aiming Points			
Displaced Threshold			
Hold Shorts			
Total Not to Exceed for Element 3:			

Element 4: Taxiway 'A' and Connectors			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Taxiway Centerlines			
Enhanced Centerlines*			
Surface Painted Hold Signs*			
Hold Shorts*			
Edge Lines			
Movement Boundary			
Shoulders			
ILS Pattern B			
Total Not to Exceed for Element 4:			

*Associated with Runway 6/24 and Runway 18/36 hold shorts.

Element 5: Taxiway 'B' and Connectors			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Taxiway Centerlines			
Enhanced Centerlines*			
Surface Painted Hold Signs*			
Hold Shorts*			
Edge Lines			
Movement Boundary			
Total Not to Exceed for Element 5:			

*Associated with Runway 6/24 and Runway 18/36 hold shorts.

Element 6: Taxiway 'H' and Connectors			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Taxiway Centerlines			
Enhanced Centerlines*			
Surface Painted Hold Signs*			
Hold Shorts*			
Edge Lines			
Movement Boundary			
ILS Pattern B			
Total Not to Exceed for Element 6:			

*Associated with Runway 6/24 hold shorts.

Element 7: Taxiway 'M'			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Taxiway Centerlines			
Enhanced Centerlines*			
Surface Painted Hold Signs*			
Hold Shorts*			
Edge Lines			
ILS Pattern B			
Total Not to Exceed for Element 7:			

*Associated with Runway 6/24 hold shorts.

Element 8: Taxiway 'N'			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Taxiway Centerlines			
Enhanced Centerlines*			
Surface Painted Hold Signs*			
Hold Shorts*			
Edge Lines			
Total Not to Exceed for Element 8:			

*Associated with Runway 18/36 hold shorts.

Element 9: Taxiway 'P'			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Taxiway Centerlines			
Edge Lines			
Movement Boundary			
Total Not to Exceed for Element 9:			

*Associated with Runway 18/36 hold shorts.

Element 10: Taxiway 'F'			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Taxiway Centerlines			
Enhanced Centerlines*			
Surface Painted Hold Signs*			
Hold Shorts*			
Edge Lines			
Total Not to Exceed for Element 10:			

*Associated with Runway 6/24 and Runway 18/36 hold shorts.

Element 11: Taxiway 'G'			
	Surface Preparation and Marking Application		
Marking Area	Area Size (S.F.)	Unit Price per S.F. (\$)	Total Area Cost (\$)
Taxiway Centerlines			
Enhanced Centerlines*			
Surface Painted Hold Signs*			
Hold Shorts*			
Movement Boundary			
Total Not to Exceed for Element 11:			

*Associated with Runway 18/36 hold shorts.

Not to Exceed Item Totals	
Task	Total Cost
Mobilization	
Total NTE for Elements 1-11	
Total:	

Marking Removal	
Task	Unit Price per S.F. (\$)
Marking Removal	

Note: Not to be included with Not-To-Exceed Item Totals

Crack Seal	
Task	Unit Price per S.F. (\$)

E. **Cost Certification**

Bid is firm for 180 days.

Vendor Name:	
Vendor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Representative Title:	

Appendix C

Insurance Requirements

The Selected Contractor shall procure, at its expense, and keep in full force and effect at all times during the term of this Agreement, the types and amounts of insurance specified in Exhibit B: "BAA Contractor Insurance Requirements" which is attached hereto and incorporated by reference herein.

The specified insurance shall include and insure Birmingham Airport Authority, City of Birmingham, Alabama and their respective directors, council members, agents and employees, including, with limits, the OAR and the Engineer and the other named consultants, their officers, agents and employees as additional insured's (with the exception of Worker's Compensation and Professional Liability), against the areas of risk associated with the Services as described in this RFP with respect to Contractor's operations, acts or omissions in the performance of this Agreement, its operations, use and occupancy of the Airport, and other related functions performed by or on behalf of Contractor in, on or about Airport, which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose act any of them may be liable.

A copy of the Contractor's current insurance certificate, verifying the Contractor's insurance coverage, must be submitted upon execution of the Agreement and prior to commencement of the Work. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Contractor, its agents, employees, or any subcontractor. Contractor shall furnish the insurance coverages outlined in Exhibit B: "BAA Contractor Insurance Requirements" either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority.

Certificates of Insurance shall be filed with the Owner prior to commencement of the Work on a Certificate of Insurance form, or Certificates, policies, or endorsements acceptable to the Owner. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to the Owner.

All such insurance shall be primary and non-contributing with any other insurance held by Authority where liability arises out of or results from the acts or omissions of Contractor, its agents, employees, officers, assigns or any person or entity acting for or on behalf of Contractor. Such policies shall also include a Waiver of Subrogation and provide the Owner at least thirty (30) days prior written notice of any cancellation or non-renewal thereof. Such policies may provide for reasonable deductibles and/or retentions acceptable to the Authority based upon the nature of Contractor's operations and the type of insurance involved.

Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment. If such insurance coverages are required to remain in force after Final Payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment by the Contractor. If the Contractor's coverage is written on a claims-made basis, the Contractor shall also provide tail coverage to include claims made after the completion of the Work for the Completed Operations coverage for the required statute of repose.

Each specified insurance policy (other than Worker's Compensation and Employers' Liability and fire and extended coverage's) shall contain a Severability of Interest (Cross Liability) clause

which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Agreement with the Authority."

At least ten (10) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with Authority. If such coverage is canceled or reduced, Contractor shall, within fifteen (15) days of such cancellation or reduction of coverage, file with Authority evidence that the required insurance has been reinstated or provided through another insurance company or companies. In the event Contractor fails to furnish Authority with evidence of insurance and maintain the insurance as required, Authority upon ten (10) days prior written notice to comply, may, but shall not be required to, procure such insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse Authority for the cost thereof. Payment shall be made within thirty (30) days of invoice date.

Contractor shall provide proof of all required insurance and related requirements to Authority either by production of: the actual insurance policy(ies); or a Certificate of Insurance in a form acceptable to the Authority. The documents evidencing all required coverage shall be filed with Authority prior to Contractor performing Services or occupying the Airport. The documents shall contain (i) the applicable policy number, (ii) the inclusive dates of policy coverage's, (iii) the insurance carrier's name, address and telephone number, (iv) shall bear an original signature of an authorized representative of said carrier, and (v) shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the Authority at least thirty (30) days prior to the effective date thereof. Information concerning reduction or cancellation of coverage shall be immediately furnished by the Contractor to Owner. The Owner reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker, and carrier providing such insurance.

Authority and Contractor agree that the insurance policy limits specified herein shall be reviewed for adequacy annually throughout the term of this Agreement by the Authority who may, thereafter, require Contractor, on thirty (30) days prior written notice, to adjust the amounts of insurance coverage to whatever reasonable amount said Authority deems to be adequate.

All insurance policies shall be written in a company or companies lawfully authorized to do business in Alabama and are required to have minimum A.M. Best financial rating of A minus, 8 (A-, VIII).

If Contractor has Subcontractor performing any work, the Subcontractor is subject to the same insurance requirements outlined in this section and on Exhibit B: BAA Contractor's Insurance Requirements.

Contractor is also advised of the statutory immunity of negligence applicable to the owner and its directors, which is contained in Article 2, Chapter 3 of Title 4 Section 4-30-50 of the Code of Alabama, 1975.

BAA CONTRACTOR INSURANCE REQUIREMENTS

It is highly recommended that each Bidder request that its current insurance broker/agent review the insurance requirements in this Contract before completing and submitting a Bid, so each Bidder will be aware of any additional cost that may be incurred to meet the Owner's insurance requirements for this Contract. No such additional costs shall be part of the Bid price, and the Contractor shall be responsible for paying the same.

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

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

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

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

BAA CONTRACTOR INSURANCE REQUIREMENTS

CONTRACTOR PROVIDED INSURANCE FOR AIR-SIDE PROJECT COVERAGE

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory for Coverage A
Employee's Liability	\$1,000,000 each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 per Employee
Requirements:	<ol style="list-style-type: none"> 1. Voluntary Compensation Endorsement 2. Waiver of Subrogation
General Liability	\$1,000,000 each occurrence \$10,000,000 General Aggregate \$10,000,000 Completed Operations/Products Aggregate \$1,000,000 Personal Injury \$5,000 Medical Payments
Requirements:	<ol style="list-style-type: none"> 1. XCU Perils Coverage 2. Completed Operations Extended 3 Years 3. Broad Form Property Damage 4. Fellow Employee Coverage 5. Primary & Non-Contributory 6. Waiver of Subrogation 7. 30 Days Notice of Cancellation to Certificate Holder 8. CG2010 and CG2037 Endorsements

	9. Contractual Liability applicable to Contractor's indemnification obligations
Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage
Requirements:	<ol style="list-style-type: none"> 1. Covers owned, non-owned and hired autos 2. Primary & Non-Contributory 3. Waiver of Subrogation 4. 30 Days Notice of Cancellation to Certificate Holder
Umbrella	\$10,000,000
Builder's Risk Policy Requirement:	Amount of Project <ol style="list-style-type: none"> 1. Contractor provide coverage for Contractor's equipment on the job site and all construction material and equipment which is schedule for the Work but has not been delivered to the Job Site 2. Coverage shall insure interest of Owner and Contractor 3. Provide Replacement Cost 4. Event of Loss, proceeds of any claim shall be paid to the Owner who shall apportion the proceeds between the Owner and the Contractor as their interest may appear 5. Coverage includes flood and earth movement 6. Per Project Aggregate
Pollution Policy	\$5,000,000
Professional Liability	\$1,000,000