



EMERGENCY REQUEST FOR PROPOSAL

CONSTRUCTION MANAGER AT RISK (CMAR)

FOR

ASSESSMENTS, REPORTING AND CONSTRUCTION SERVICES

FOR

HURRICANES SALLY AND ZETA PERMANENT STORM REPAIRS

November 20, 2020

PROPOSAL DUE: no later than Friday, December 11, 2020 @ 10AM

PROJECT: CMAR SERVICES – STORM REPAIRS / MOBILE AIRPORT AUTHORITY

Request for Proposal (RFP):

This Request for Proposal seeks a construction manager at-risk (CMAR) to provide building envelope assessments, reporting, coordination, and construction services to Mobile Airport Authority (MAA) buildings damaged by Hurricane Sally & Zeta. CMAR must provide submit their qualifications (see Bid Form)

Questions regarding the proposal should be directed in writing, via email to Russell Stallings at Russell@mobairport.com .

All work to be completed within 60 days from signing of contract. Contractors should site visit for verification of field conditions. The pre-bid meeting for this RFP is not mandatory, but it is strongly recommended that any firm planning to submit a bid attend the meeting. Pre-bid will be held at the Mobile Downtown Terminal 2455 Michigan AVE.

Mobile Airport Authority is committed to ensuring that Disadvantaged Business Enterprise (DBE) firms participate to the maximum extent possible in all work at the Airport. Also, the contractor on this work will be required to comply with the Equal Employment requirements of the Authority.

It is the intent of the Mobile Airport Authority to fully evaluate all proposals received and to select the proposal it considers most satisfactory for the provision of the CMAR services. The Mobile Airport Authority reserves the right to reject any and all bids, to waive any technical or legal deficiency or to accept any bid deemed to be in the best interest of the Authority.

Event	Date
Pre-Bid Meeting & Site Visit	Tuesday, December 1, 2020 @ 10AM
Deadline for Questions / Inquiries	Friday, December 4, 2020
Responses to Questions / Inquiries	Monday, December 7, 2020
Bid Due Date/Time (Deadline)	Friday, December 11, 2020 @ 10AM

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PART 1 – GENERAL / SUMMARY OF WORK / PRICING

1.1. WORK SUMMARY

- A. This Request for Proposal seeks a construction manager at-risk (CMAR) to provide building envelope assessments, reporting, coordination, and construction services to Mobile Airport Authority (MAA) buildings damaged by Hurricane Sally & Zeta. CMAR must provide submit their qualifications (see Bid Form)
- B. “Assessments” shall include specified interior and exterior inspections for every building on the MAA Airport properties of BFM (Mobile Downtown Airport) and MOB (Mobile Regional Airport).
- C. “Reporting” shall include reports using the specified Xactimate software by a licensed technician that will assist developing the Scope of Work for each damaged building.
- D. “Coordination” shall include the ongoing verbal and written communications and approvals the CMAR is required to obtain from owner, Engineer / Design Professional of record and insurance company, in order to receive timely payment for the Work.
- E. “Construction Services” shall include the repair, restoration and/or replacement of the building envelope systems for the approved buildings.
- F. The Work shall also include a lump sum cost with supporting documents for permanent building envelope repairs to two building identified as “Initial Storm Damage Restorations” described herein.
- G. In summary, the Work is to include assessments, reporting, coordination, construction services, and the repair of two currently damaged buildings.
- H. Failure to provide the Reports that are required to be turned in *with the Bid*, shall be grounds for dismissal of Bid.

1.2 WORK DESCRIPTION

- A. ASSESSMENTS
 - 1. An exterior (including rooftop) & if necessary interior inspection shall be provided for every building on the MAA Airport properties of BFM (Mobile Downtown Airport) and MOB (Mobile Regional Airport) for the purpose of identifying storm damage.
 - 2. Buildings identified by the CMAR to be damaged shall include;
 - a. An interior inspection of the building to determine deck and structure information.
 - b. Reports as described below (section 1.2.B)
 - 3. Owner shall provide the CMAR with a satellite map identifying all MAA buildings needing assessments.
- B. REPORTING
 - 1. An Xactimate Report shall be produced using the Xactimate software by an Xactimate licensed technician. Estimate reports must be attached to bid form.

2. An Existing Construction Report shall be produced to include the following;
 - a. A Satellite imagery report with square footage and perimeter linear footage information, provided by “EagleView” or similar.
 - b. Existing roof assembly;
 1. Membrane types, thickness and attachment spacing.
 2. Insulation types, thickness and attachment spacing.
 3. Roof deck types, thickness and attachment spacing.
 - c. Roof deck substructure; type, thickness and attachment spacing.
 - d. Perimeter wood blocking dimensions, substrate type and attachment spacing.
 - e. Existing perimeter details labeled (metal edge, exp joint, wall flashing, etc.)
 - f. Major leak locations if a priority.
 - g. Any important occupant interior operations that may require special protection or considerations.
3. A Scope of Work Report in a style typically used for construction communications shall be produced, describing products and procedures necessary to perform the repairs, subject to Design Professional approval.
4. A Construction Timeline Report shall be provided to Owner and Design Professional, updated weekly, showing the construction phases for each project and their estimated completion dates.
5. All Reports shall be provided to Owner and Design Professional within three (3) business days of being completed by the CMAR.

1.3 COORDINATION

- A. CMAR’s Scope of Work Report shall be provided to Owner and Design Professional for review and revision.
 1. The Owner’s Design Professional will review for compliance with internal design guidelines, policies and long-range plans, and issue changes in writing, as needed.
 2. Design Professional will review for code compliance and minimum standards, and issue design-related changes in writing, as needed.
 3. The contractor will be responsible for coordinating all work to be performed under the contract with the Mobile Airport Authority Director of Capital Projects & Improvements, Russell Stallings via email at Russell@mobairport.com or by telephone at (251) 438-7334. The contractor will be required to provide contact information for key personnel to the Operations Superintendent prior to the start of work.
- B. Upon Owner and Design Professional final approvals, the CMAR shall submit the Xactimate Report with ESX number & Estimator **information** to the Owner’s insurance company for review and approval.
- C. After final approval by Insurance Company, the CMAR shall submit the Scope of Work and Xactimate Report with ESX number to the Owner and Design Professional for documentation/tracking purposes.
- D. The CMAR will at all times remain in coordination with the insurance company, to

include submitting Xactimate reports, emails, clarifications, and revisions as required for insurance policy compliance, coverage, and timely Proceeds reimbursement.

- E. The CMAR will also coordinate and communicate with the Insurance Company as necessary to process Proceed draw requests on Owner's behalf, as required for Insurance Policy compliance, coverage, and timely Proceeds reimbursement. All proceed draw requests must be approved by Owner.
 - 1. The CMAR shall keep project accounting and bookkeeping records to include Proceed draws, amended claims, status of the work and other records required by the insurance company for prompt payment.

1.4 CONSTRUCTION SERVICES

- A. The CMAR and its subcontractors and vendors shall be properly licensed, bonded and insured.
- B. The CMAR shall provide the Construction Services for the damaged buildings to include repair, restoration or replacement of the roof, walls, and structure.
- C. The Construction Services shall;
 - 1. Be performed to all damaged buildings identified in the CMAR's assessments and approved by Owner, Design Professional, and Insurance Company.
 - 2. Return the Owner to its pre-storm condition using products and procedures of a like kind and quality.
 - 3. Be in compliance with Owner's guidelines and long-range plans.
 - 4. Be in compliance with applicable building codes and Design Professional's plans and specifications including addendums, letters, and revisions.
 - 5. Be reviewed and approved by Owner's insurance company prior to beginning the construction.

1.5 INITIAL STORM DAMAGE RESTORATIONS (also see **Attachment 'E'** drawings & specs)

- A. Building Name; 2090 Avenue "C", Mobile, AL.
 - a. Provide Xactimate, Existing Construction and Scope of Work Reports to Owner, Design Professional, and Insurance Company **with the Bid**.
 - b. Provide product submittals and shop drawings from CMAR's subcontractors and roof manufacturers for review and approved by Design Professional prior to beginning the work.
 - 1. Membrane roof manufacturer's shop drawings shall be on manufacturer's title block, contain Design Professional-stamped wind uplift calculations, verify acceptability of the existing structural substrate, and display the construction details necessary for warranty.
 - c. Remove the damaged existing membranes, insulations, and imbedded sheet metal flashing in the areas identified, and replace with new of like kind and quality, in compliance with codes and manufacturer warranty.
 - d. Install new five-inch (5") thickness PT 2x4 nailers at all perimeter edges.
 - e. Install new R25 insulation system consisting of 4.5" polyisocyanurate insulation, followed by ½" Securock cover board, mechanically fastened in a 16/24/28 pattern with #14 fasteners with 2.7" steel plates.
 - f. Provide new 2ply modified bitumen roof system fully adhered in cold process

adhesive.

1. Warranty shall be a no dollar limit 30-year water tightness warranty covering labor and materials, with manufacturer certifications.

B. Building Name; 1865 6th Street, Mobile, AL (“Prism”).

1. Provide Xactimate, Existing Construction and Scope of Work Reports to Owner, Design Professional, and Insurance Company **with the Bid**.
2. Provide product submittals and shop drawings from CMAR’s subcontractors and roof manufacturers for review and approved by Design Professional prior to beginning the work.
 - a. Membrane roof manufacturer’s shop drawings shall be on manufacturer’s title block, contain Design Professional-stamped wind uplift calculations, verify acceptability of the existing structural substrate, and display the construction details necessary for warranty.
3. Remove the damaged existing membranes, insulations, and imbedded sheet metal flashing in the areas identified, and replace with new of like kind and quality, in compliance with codes and manufacturer warranty.
4. Replace deteriorated decking with new exterior grade plywood in a 48” wide section along the entire West perimeter.
5. Install new five-inch (5”) thickness PT 2x4 nailers at all perimeter edges.
6. Install new R25 insulation system consisting of 4.25” polyisocyanurate insulation, followed by ½” Securock cover board, mechanically fastened in a 16/24/28 pattern with #14 fasteners with 2.7” steel plates.
7. Provide new 2ply modified bitumen roof system fully adhered in cold process adhesive.
 - a. Warranty shall be a no dollar limit 30-year water tightness warranty covering labor and materials, with manufacturer certifications.
8. Doghouse Walls; Install new metal wall panels and required substructure.
 - a. Warranty shall be a limited 10-year watertightness warranty covering labor and materials, with manufacturer certifications.

1.6 COST OF WORK / PAYMENTS & SCHEDULES

- A. The total cost of work and total payments by Owner to the CMAR shall not exceed the total Insurance Proceeds plus Owner’s Deductible (aka “Total Payments”).
 1. For Example; if the total Proceeds are \$1,000,000 and the Owner’s deductible is 20% or \$200,000, the CMAR will receive Total Payments of \$1,200,000. Any cost exceeding the \$1.2M (aka the “Excess Costs”) is the responsibility of the CMAR unless a formal Change Order is issued.
 2. The CMAR’s responsibility for Excess Costs shall not be affected by compliance with Owner and/or Design Professional re-designs or rejection of Work.
 3. Insufficient Proceeds shall not affect the CMAR’s responsibility for payment of Excess Costs. Any disputes related to insufficient Proceeds shall be settled directly by the CMAR and the Insurance Company and shall not involve the Owner or Design Professional.
 4. The CMAR is responsible for providing all invoices to insurance company to be paid when incurred based on unforeseen conditions, code requirements and any other task required to bring structure to pre-storm conditions.

- B. The payment schedule shall be as follows; Owner shall make payments to the CMAR after receipt of the Proceeds, postmarked within 20 days.
 - 1. The schedule guidelines described above shall also pertain to the payments to CMAR for the Initial Storm Damage Restorations.

PROPOSED TERM OF AGREEMENT (see Attachment ‘E’ for sample contract)

The Agreement will become effective and binding upon execution of a Contract Agreement by the Authority and selected Respondent.

The project shall be completed within 240 Calendar Days of the issuance of Notice to Proceed.

The Respondent awarded the contract will be required to execute a Contract Agreement in a form acceptable to the Authority.

PART 2 – PROPOSAL PROCESS

2.1 Proposal Process: Proposals must be submitted pursuant to the instructions in this RFP. In evaluating the proposals, the Authority will consider separately each of the areas identified in this RFP. While cost to the Authority is important, it is only one of the elements of the evaluation process. Proposals will be evaluated and weighed based on all the evaluation criteria. The information contained in this RFP is primarily for background information. Use of the information contained in this section does not relieve the Respondent from the responsibility of reviewing thoroughly all of the terms, conditions, restrictions, provisions, and information contained throughout this RFP. This RFP shall constitute a single document, and no part thereof may be relied upon separate and apart from the other sections of this RFP

- A. Bid Packets: Bid packets can be obtained at the Authority’s website, by visiting www.mobairport.com , or can be requested via email at Russell@mobairport.com .
- B. Pre-Bid Meeting: A pre-bid meeting to review the scope of work is scheduled for 10:00 a.m. (local time) on December 1, 2020 @ the Mobile Downtown Terminal Mobile, Alabama 2455 Michigan Avenue. Attendance is recommended for anyone interested in submitting a bid. Any questions following the meeting must be submitted in writing via email to Russell@mobairport.com no later than the close of business on Friday December 4, 2020. Responses to questions will be made by addenda no later than December 7, 2020.
- C. Sealed Bid Due to Authority: All sealed bids must be received in the Administration Office of the Mobile Airport Authority no later than 10:00 a.m. (local time) on December 11, 2020. Sealed proposals may be hand-delivered to the Mobile Airport Authority, 1891 Ninth Street, Mobile, AL 36615, or mailed to the same address, Attn: Russell Stallings. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal. Proposals must be clearly labeled “RFP – HURRICANE CMAR SERVICES”
- D. Bid Packet Requirements: Each company shall submit the following documents as applicable to be considered a responsive bidder:
 - a. Bid Form stating amount of bid fee. (Page 14)
 - b. Oath of Non-Collusion signed by a principal of the firm or an officer authorized to bind the corporation.
 - c. Qualifications to meet the Authority’s objectives. This shall include state license, the size of the business, office location from which the service is being performed, and a list of project personnel and equipment available.

- d. Prior work performed, including names of prior and current clients and number of years operating in the field. Previous work similar to the scope of work herein is preferred.
- e. Name and contact information for three professional references.
- f. Indicate and list any pending legal actions.
- g. Provide current copy of IRS Form W9.

- h. Outsourcing Statement: if your organization must outsource or subcontract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Costs should be all-inclusive to include any outsourced or subcontracted work. Any proposals that call for outsourcing or subcontracting work must include a name and description of the organization being contracted.
- i. List of proposed project materials, including name brand, model number, etc.
- j. Vendor's plan for rack mounted monitors. Pictures and sketches are encouraged.

Owner Paid Materials / Procedures:

None.

2.2 Bid Form: see Attachment 'A', page 14

PART 3 – CODES & STANDARDS / CONTRACTOR REQUIREMENTS

3.1 Codes and Standards:

The contractor shall be responsible for complying with all local, state and federal regulations and building codes having jurisdiction over any portion of the work to be performed under the contract.

3.2 Contractor Requirements:

Firms submitting a proposal for the services solicited under this RFP must demonstrate that they meet the following minimum qualification criteria outlined below. Respondents who do not meet all of the minimum qualifications defined in this section will not be considered for award. Mobile Airport Authority, in its sole discretion, will determine if a Respondent meets the qualifications based on the information included in their proposal submittal as well as its own investigations.

a) Minimum Qualifications:

- 1. EXPERIENCE: Firms must present evidence that they have a minimum of at least two (2) consecutive years of providing similar solutions.

- 2. FINANCIAL CAPABILITY: Respondent must provide evidence of its ability to finance and undertake the monetary commitments required to successfully develop, construct and operate the proposed service.

- 3. GOOD STANDING WITH ALL RELEVANT GOVERNMENTAL ENTITIES:

Respondents must not be debarred from work, in default or arrearage under any previous or existing contract(s) with the Mobile Airport Authority, any Federal Agency, and/or the State Agency. The Authority reserves the right to disqualify any Respondent, or any constituent entity of Respondent, that has pending litigation, claims or debt with the Mobile Airport Authority, or if such proposal includes a proposed subcontractor, sub-lessee or supplier that has pending litigation, claims or debts which may adversely affect the ability of the parties to work efficiently and effectively under the contract contemplated by the RFP.

4. **DUPLICATE PROPOSAL SUBMISSION:** In the event that a Respondent submits more than one proposal for the one (1) opportunity utilizing a different name(s) or is found to have an ownership interest in more than one Respondent, said proposals will be deemed non-responsive and eliminated from further award consideration
5. **LICENSING:** Contractor and/or his alternate must be licensed and insured. Documents must be attached to the proposal. The insurance requirements are noted with Attachment "B".

3.3 Work Hours:

All work will be performed during hours as set by the Mobile Airport Authority. All work performed during operating hours shall not disrupt normal business operations. Work hours/schedule to be coordinated with MAA prior to the start of work. The contractor will be responsible for all staff activities while on the site and for securing the site at the end of each day.

3.4 Supervision and Labor:

The contractor will provide qualified, trained individuals to perform all work. The contractor has the responsibility to enforce all discipline and behavior of their employees. The contractor will supervise and control their employees to prevent violation of safety rules and regulations as set forth by OSHA and the Mobile Airport Authority.

3.5 Facility and Site Access:

All access to the facility will be coordinated with the Airport Authority. The Contractor and its employees will be required to receive and pass a training session regarding security at the Airport. The session will be administered through a computerized and testing course that lasts approximately forty-five (45) minutes and is administered by an Airport Badging or Security Coordinator in the Terminal Building. Each employee, upon completion of the training, will receive a Security Identification Display Area (SIDA) ID badge, color coded and computer registered with security to show the areas of access granted to the individual. The cost of badging is the sole responsibility of the Contractor (\$35.00 per year, per employee). Upon completion of the contract or upon termination of any employee, all badges must be returned to the Airport and will be deleted from active status.

The Respondent will inform their employees, and ensure their compliance with the following:

- (1) No illegal guns, knives or other weapons are allowed on MAA premises.
- (2) No drugs or other prohibited substances, including alcohol, are allowed on MAA premises.

- (3) All building regulations concerning smoking.

The Respondent agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on MAA property at the sole discretion of MAA.

3.6 Contractor Care, Custody and Control:

Upon commencement of the work, the contractor shall be fully responsible for and will use the appropriate means to ensure the care, custody and control of Mobile Airport Authority property, facilities, and equipment.

3.7 Safety:

The contractor will be responsible for enforcement of all safety regulations as set forth by OSHA, local, and/or state agencies.

3.8 Debris:

Contractor shall remove all debris from Mobile Airport Authority property. Should construction dumpsters be required for debris removal, space will be provided on site by the Mobile Airport Authority. Additionally, the contractor will maintain a clean, safe, and orderly construction site at all times, particularly during normal operating hours. Contractor will dispose of all construction debris in accordance with local, state and federal regulations. Contractor will be liable for any damages to MAA property from equipment or dumpsters during the construction process.

3.9 Warranty:

Contractor will coordinate the receipt, inspection, storage, and tracking of any and all Owner-Purchased Materials in a manner that satisfies requirements for any and all applicable Manufacturer Warranties and will provide written documentation supporting all installer and Manufacturers warranties.

In addition to Manufacturer Warranties, the Contractor warrants the work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance.

3.10 Restrictions on Communication:

Respondents are prohibited from communicating with Board of the Mobile Airport Authority and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with Mobile Airport Authority employees include:

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below, until the close of business on November 20, 2020. Questions are to be sent by e-mail to Russell@mobairport.com

Responses will be posted in the form of an Addendum to the RFP on the Authority's website.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. Mobile Airport Authority reserves the right to contact any Respondent to negotiate if such is deemed desirable by Mobile Airport Authority.

3.11 DBE Program Overview and Requirements:

THE DBE goal for this solicitation is 10%. The respondent is encouraged to consider this goal as a floor, and not a ceiling, and will receive consideration accordingly.

It is the policy of Mobile Airport Authority that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 26, as amended, shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the DBE program requirements of 49 CFR Part 26 apply to the contract.

The Respondent fully agrees to employ good--faith efforts (as defined in the Authority's DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises consistent with the sufficient performance of the Authority Contract Agreement, and/or the utilization of DBE suppliers where feasible. Authority respondents are expected to solicit bids from available DBEs on contracts, which offer subcontracting opportunities.

Firms desiring to participate as a Disadvantaged Business Enterprise (DBE) on MAA projects or contracts must be duly certified by a member of the Alabama Unified Certification Program (AUCP) and be listed in the UCP DBE [Directory of firms, access to which may be obtained by visiting:](#)

<http://www3b.dot.state.al.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

Any DBE firm not duly certified by a AUCP certifying member by proposal closing date may not be used to meet the disadvantaged business participation requirements of the MAA. All Respondents participating in this project are hereby notified that the failure to fully comply with their proposed DBE participation percentages will constitute a breach of the contract resulting here from and may result in the termination of the contract or such other remedy as deemed appropriate by MAA.

Respondent specifically agrees to comply with all applicable provisions of the Authority's DBE Program. The DBE Program may be obtained through the airport's DBE Liaison Officer, Jason Wilson, (251) 338-1631 or via e-mail at jason@mobairport.com .

(You can insert relevant photos here if necessary.)

ATTACHMENT 'A' / BID FORM (Page 1 of 2)

PROJECT IDENTIFICATION: "CMAR FOR STORM REPAIRS 2020"

BID TO: Mobile Airport Authority
1891 Ninth Ave.
Mobile, AL 36615
Attention: Russell Stallings, russell@mobairport.com

BID FROM: _____

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, to perform the Work as specified for the Bid Price and within the Bid Times indicated and in accordance with Contract terms and conditions.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. This Bid will remain valid for 60 days after Bid Date;
 - b. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
 - c. BIDDER acknowledges it has received the following Addenda;

Date	Number
_____	_____

3. **BASE BID** - Assessments, reporting, coordination, construction services, and initial storm damage restorations, per RFP requirements; Xactimate Estimate Reports must be included within bid form.
 - a. BLDG 2090 Avenue "C" Restorations: \$ _____
 - b. 1865 6th Street ("Prism") Restorations: \$ _____

UNIT PRICING – Owner can add/delete quantities from the Contract as required. Provide estimated quantities in the Unit Pricing to facilitate bidding for the two projects.

- a. Include cost to replace 750 SF of damaged 5/8" (match existing) plywood decking with new CDX, per SF. **750 SF @ _____ per SF = \$ _____ Included in Base Bid**
- b. Include cost to replace 250 BF damaged vertical PT wood fascia, per BF **250 BF @ _____ per BF = \$ _____ Included in Base Bid**

ATTACHMENT 'A' / BID FORM (Page 2 of 2)

- c. Include raking 500 LF of existing sealant and installing new sealant, per LF.
500 LF @ _____ per LF = \$ _____ Included in Base Bid

A brief summary of your company's qualifications in undertaking and delivering projects similar to this including renovations / repairs and fast track construction in CMR role, experience with the Mobile Airport Authority (if any), and experience in managing unforeseen challenges and conditions that are problematic in this type of project (attach separate sheet as needed).

A list of at least three-3 similar projects:

A list of at least three references from previous clients:

Please list all previous or pending judgments, claims, arbitration proceedings or lawsuits on behalf of or against your organization or its officers (attach separate sheet as needed).

4. SUBMITTED BY: _____, on _____, 2020

5. COMPANY NAME: _____

LICENSE NO: _____

ATTACHMENT 'B'

INSURANCE REQUIREMENTS

On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

Certificates of Insurance:

Contractor and/or any Subcontractor shall provide MOBILE AIRPORT AUTHORITY with valid certificates of insurance *prior* to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Contractor/Subcontractor's Commercial General Liability Policy. Each certificate of insurance shall provide that the insurer must give the MOBILE AIRPORT AUTHORITY at least thirty (30) days' prior written notice of cancellation, non-renewal, or modification of the Contractor's/Subcontractor's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the Contractor/Subcontractor shall supply the MOBILE AIRPORT AUTHORITY with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of MOBILE AIRPORT AUTHORITY and MOBILE AIRPORT AUTHORITY's parties as set forth above. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$10,000.00 without MOBILE AIRPORT AUTHORITY's prior written approval. . The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

Workers' Compensation:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Subcontractor shall also obtain Employers Liability insurance with minimum limits of \$500,000 each accident, \$500,000 disease limits, and \$500,000 each employee.

Commercial General Liability:

Contractor shall also obtain Commercial General Liability coverage on a 2004 ISO Occurrence form or its equivalent with the following minimums:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 Products/Completed Operations aggregate
- \$1,000,000 Personal and Advertising Injury per person/organization
- \$2,000,000 general aggregate per project

Subcontractor's Pollution Legal Liability (as needed):

Contractor agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. The Subcontractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

Automobile Liability:

Contractor shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Subcontractor does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

Additional Insureds:

These liability policies shall endorse MOBILE AIRPORT AUTHORITY as an **Additional Insured**. Coverage for the MOBILE AIRPORT AUTHORITY and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Subcontractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by MOBILE AIRPORT AUTHORITY shall be excess only and shall not be called upon to contribute with this insurance.

A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

ABC Company
Street Name
City, State, ZIP

Insurance Requirements for Sub-subcontractors:

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

Cancellation:

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the Owner has received written notice.

Indemnity & Hold Harmless Agreement:

Contractor shall indemnify, defend and hold harmless MOBILE AIRPORT AUTHORITY and its affiliates, and all of their employees, officers, directors, shareholders, etc. (collectively "Indemnitees") from and against any and all claims, demands, losses, damages, liabilities, expenses, obligations, judgments, recoveries and deficiencies, arising out of or resulting from the performance of the Services of this Contract; provided that any

such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor will not be liable hereunder to the extent that such liabilities or losses directly result from the sole negligence or willful misconduct of any Indemnitee. Contractor shall, upon request, defend any suit asserting a claim covered by this indemnity.

Waiver of Subrogation:

Contractor shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, there this Waiver of Subrogation requirement shall not apply and Subcontractor shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirements in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

ATTACHMENT 'C'

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, declares that he / she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him / her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He / She further states that no person or persons, firms, or corporations, has, have or will receive directly or indirectly, any rebate, fee gift, commission or item of value on account, or in return for such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, 20_____.

(Name of Organization)

(Title of Person Signing)

(Signature)

THE STATE OF ALABAMA

_____ COUNTY

I, _____, a Notary Public, hereby certify that _____ whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, A. D. 20_____.

Notary Public
Print Name _____

My commission expires:

ATTACHMENT 'D'
SAMPLE CONTRACT AGREEMENT

(WEBLINK)

<https://www.mobileairportauthority.com/rfp/>

ATTACHMENT 'E'
DRAWINGS & SPECIFICATIONS

(Weblink)

<https://www.mobileairportauthority.com/rfp/>