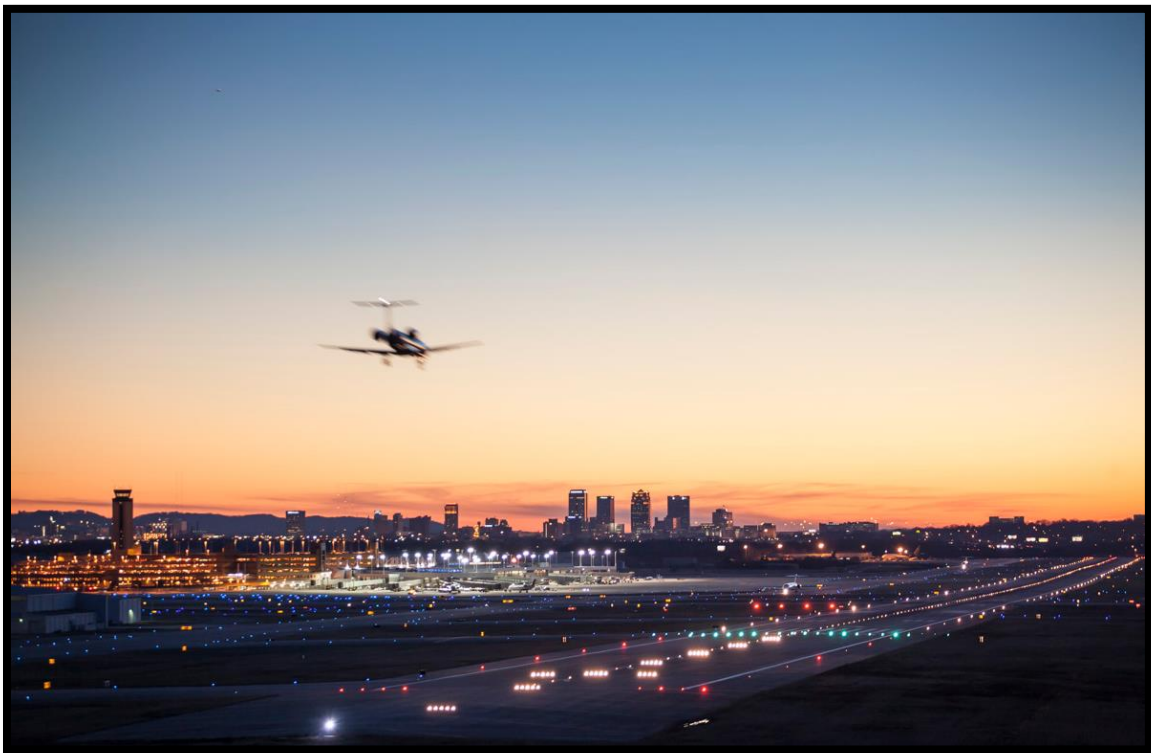


Request for Proposal (RFP)
For Design-Build of
Three (3) 25,000 Gallon Jet A Tanks at Fuel Farm B and
Two (2) 25,000 Gallon Jet A Tanks at Fuel Farm C

BIRMINGHAM-SHUTTLESWORTH
INTERNATIONAL AIRPORT



Birmingham Airport Authority

Request for Proposal Issued: September 29, 2025
Mandatory Pre-Bid and Site Visit: October 23, 2025
Questions Deadline: November 13, 2025
Proposals Due: December 18, 2025

I. Introduction

A. Project Description

The Birmingham Airport Authority (“BAA”) is requesting proposals herein (this “RFP”) for the design and construction under a Design-Build Contract for (i) three (3) 25,000 gallon Jet A fuel tanks at Fuel Farm B that will interconnect to the existing fuel farm system, and (ii) two (2) 25,000 gallon Jet A fuel tanks at Fuel Farm C that will operate as a separate fuel farm system (the “Project”) at the Birmingham Shuttleworth International Airport (the “Airport”).

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

B. Proposed Scope of Work

See **Appendix A** attached to this RFP and made a part hereof (the “Scope of Work”).

C. Completion of Project

The anticipated date of completion of the Project described in this RFP is November 2026.

D. General Conditions of RFP

- i. **Terms and Conditions:** Design-Builder agrees to abide by all of the terms and conditions contained in this RFP. Any exceptions to the requirements of this RFP, or the BAA’s terms and conditions of this RFP, shall be noted in writing, with a detailed explanation, and included with the Design-Builder’s response to this RFP (the “Proposal”). The Design-Builder acknowledges that taking exceptions to this RFP may subject the Proposal to rejection by the BAA.
- ii. **Discussions and Questions:** All questions regarding this RFP must be submitted in writing and directed to the Birmingham Airport Authority Purchasing Department at eseoane@flybhm.com in order to be considered. The Design-Builder shall not attempt to discuss any aspects of this RFP with any party other than the designated recipient at the foregoing email address. No verbal agreements will be considered during the RFP and Proposal process. BAA reserves the right to reject any Proposal of any Design-Builder violating this provision.
- iii. **Completeness:** All requested information and required forms included in this RFP must be completed, signed, and submitted with this document to constitute a proper Proposal. The entire package must be complete with all required forms, signatures, and information. Failure to complete or comply with any part of the specifications or requirements in this RFP may constitute a basis for rejection of the Proposal. It is within the right of the BAA to reject any Proposal to this RFP.
- iv. **Errors:** Design-Builder and its authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of the Project before submitting a Proposal. Design-Builder is cautioned not to obliterate, erase, or strike-over any printed material as set forth in this RFP. In quoting prices, wherever Design-Builder has made an error and has corrected the form in this RFP, all such corrections should be initialed by the person signing this Proposal. If errors occur in the extension of prices in the Proposal, the unit prices shall govern. Failure to comply with this provision may result in rejection of Design-Builder’s Proposal. All documents submitted must be legible.
- v. **Changes/Modifications:** No changes or modifications shall be made to any BAA forms without the prior written approval of BAA. If changes or modifications are made

without the prior, written approval of BAA, the Proposal by the Design-Builder may be rejected.

- vi. **Addenda:** If it becomes necessary to revise any part of this RFP or to provide additional information to Design-Builders, BAA will issue one or more Addenda to each prospective Design-Builder. Addenda will be delivered via facsimile, email or mailed to each Design-Builder. If BAA issues an Addendum, it will be accompanied by an Acknowledgement and Receipt of Addendum Form that must be completed by Design-Builder and submitted with its Proposal.
- vii. **Compliance with Laws:** The Design-Builder shall obtain and maintain all licenses, permits, liability insurance, and workers' compensation insurance, and maintain compliance with any other federal, state, or local requirements in connection with the submission of its Proposal and thereafter during the term of the Design-Build Contract if the successful bidder. Without limiting the foregoing, Design-Builder shall include on the outside of the Proposal, the number of its license issued by the Alabama State Licensing Board for General Contractors, including the category and bid limit. Failure to include a license number, category and bid limit will result in rejection of the Design-Builder's Proposal.
- viii. **Specifications:** Whenever in this RFP or the Design-Build Contract mention is made of any supplies, materials, equipment or workmanship being in accordance with applicable laws, ordinances, codes, regulations, etc., that requirement shall be construed to be the minimum requirements and specifications for such supplies, materials, equipment, and workmanship for this Project.
- ix. **Quality:** All supplies, materials, and equipment used for the manufacture or construction of the Project shall be new unless otherwise specified to the contrary in this RFP. All supplies and materials shall be of the best quality, and all services shall be of the highest grade of workmanship, that meets the specifications for this Project. Supplies, materials, and services must comply with all applicable Federal, State, and OSHA requirements.
- x. **Submitted Material:** All requests, Proposals, inquiries, or correspondence relating to, or in reference to this RFP submitted by Design-Builders shall become the property of BAA when received. Once an award is made, all excess copies of such materials may be destroyed.
- xi. **Disclaimer:** This is a Request for Proposals. This is not an offer or contract. The submission of a Proposal in response to this process does not impose any legal obligations upon BAA, nor does it create any contractual or quasi-contractual relationship between BAA and any Design-Builder. BAA reserves the right to reject or disregard any or all Proposals, to negotiate with any or all Design-Builders, and/or to enter a contract or contracts with any Design-Builder or Design-Builders for any or all of the services described herein. BAA is not obligated to respond to any statement or Proposal. This RFP is subject to errors, omissions, modifications, withdrawal, or cancellation without notice.
- xii. **No Reimbursement:** BAA will not reimburse the Design-Builder for any costs associated with the preparation and submittal of any Proposal or RFP response, or for any travel and/or per diem costs that are incurred.

E. General Terms of Design-Build Contract

The form of Design-Build Contract will be provided by BAA and negotiated with the successful Design-Builder. The Design-Build Contract shall include, among other terms, the following:

- i. **Acceptance of Materials:** Any materials and equipment delivered to the Project site shall remain the property of the Design-Builder pending physical inspection and acceptance of the same to the satisfaction of BAA. In the event any materials or equipment supplied are found to be defective or not in conformance with applicable

- specifications, BAA reserves the right to cancel the order for such materials or equipment upon written notice to the Design-Builder and return the materials or equipment to the Design-Builder at the Design-Builder's expense, and to invoke the provisions of the Default section below.
- ii. **Default:** Any Design-Build Contract made between BAA and the Design-Builder may be cancelled by BAA in whole or in part via written notice, upon the Design-Builder's non-performance or violation of any Design-Build Contract terms; provided, however, the Design-Builder will be given 15 days to rectify the non-performance or violation. An award may be made to the lowest responsive Design-Builder for materials, equipment, or services specified in this RFP, and purchases may be made on the open market. If a Design-Build Contract is terminated for the default of Design-Builder, Design-Builder shall be liable to BAA for any costs and expenses of cover, costs to hire a replacement Design-Builder to BAA, and costs in excess of the Contract Sum set forth in the Design-Build Contract that is terminated for Design-Builder's default. The Design-Builder shall continue the performance of the Design-Build Contract to the extent any part is not terminated under the provisions of this clause.
 - iii. **Termination of Design-Build Contract:** In addition to any other rights and remedies allowed by law, BAA may terminate the Design-Build Contract at any time for any reason, or no reason, with or without cause, without penalty or expense to BAA of any kind whatsoever, by giving at least fifteen (15) days written notice to Design-Builder of such termination and specifying the effective date of the termination. Termination of the Design-Build Contract shall release BAA from any further fees to be paid to Design-Builder after the date of termination, other than any unpaid fees earned for Work which was satisfactorily performed prior to the effective date of the termination and equipment and materials delivered to the Project site and accepted by BAA.
 - iv. **Guarantee:** Design-Builder shall unconditionally guarantee the materials and workmanship on all materials and/or services for the Design-Builder's specified guarantee period, which period shall be one year from substantial completion of the Project. Within the guarantee period, if any defects occur which are due to faulty material and/or services, Design-Builder shall repair, replace, and/or adjust such faulty material and/or services to the complete satisfaction of BAA. These repairs, replacements, or adjustments shall be made only at a time least detrimental to the operation of the Airport.
 - v. **Add/Delete Items:** During the term of the Design-Build Contract, items and/or services may be added and/or deleted to the Design-Build Contract upon agreement between the successful Design-Builder and BAA as set forth in a Change Order.
 - vi. **Outside Estimates:** BAA reserves the right to obtain an outside estimate, or to have material, equipment or services provided outside of the Design-Build Contract when it is in the best interest of BAA.

II. Special Conditions of this RFP and the Design-Build Contract

- i. **Indemnification:** Design-Builder undertakes and agrees to indemnify, defend and hold harmless BAA, and any and all of its Board Members, officers and employees, from and against all suits and causes of action, claims, losses, demands and reasonable expenses, including but 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 Design-Build Contract to the extent caused by the negligent performance of the Work under the Design-Build Contract on the part of the Design-Builder, or any of the Design-Builder's subcontractors, consultants, employees, or anyone for whom the Design-Builder is obligated under the Design-Build Contract and by law.

- ii. **Statutory Immunity:** Design-Builder is advised of the statutory immunity from tort claims applicable to BAA and its directors, which is contained in Sections 4-3-50 and 4-3-47(2) of the Code of Alabama, 1975. BAA SHALL NOT INDEMNIFY AND THERE IS NO EXPECTATION OF ANY INDEMNIFICATION BEING PROVIDED TO DESIGN-BUILDER BY BAA UNDER THE DESIGN-BUILD CONTRACT.
- iii. **Changes and Alterations:** BAA reserves the right to make any alterations in this RFP and the Design-Build Contract as may be necessary due to changing conditions found during the Project. The Design-Builder shall not claim forfeiture of the Design-Build Contract by reasons of such changes by BAA. If such changes increase or decrease the amount of the Work or materials to be delivered under the Design-Build Contract, the Design-Builder will be paid according to the quantity of materials delivered at the prices established for such Work under the Design-Build 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 Contract Sum agreed upon in the Design-Build Contract must be submitted in writing and must be approved by the designated BAA Representative by execution of a Change Order.
- iv. **Cure and Cover Clause:** If Design-Builder fails, or BAA concludes that there is a reasonable likelihood that Design-Builder will not be able to timely perform its obligations under the Design-Build 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 Design-Builder: (A) Withhold any monies then or next due to Design-Builder; or (B) Terminate the Design-Build Contract and obtain the Work or 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 Design-Builder and hold Design-Builder liable for any amounts paid to the third party (or parties) to the extent that withholding payments to Design-Builder does not cover BAA's cost of cover.
- v. **BAA Reserves the Right:** (a) to award contracts based on Proposals received on individual items and services or on the entire list of items and services described herein; (b) to reject any or all Proposals or any part thereof; (c) to waive any irregularities and/or technicalities in any Proposals; (d) to accept the Proposal that is in the best interest of BAA; (e) to obtain clarification or additional information for any Proposals; (f) to contract only for selected items of services and materials, to not select any Design-Builder, or to not purchase any goods and/or services resulting from this RFP; (g) to reject any Design-Builder who has previously failed to perform properly or complete on time projects of a similar nature; and (h) to reject any Design-Builder whom investigation shows is not in a position to perform the Project and/or service as specified in this RFP.
- vi. **Basis of Award:** The basis of evaluation will be best value and Design-Builder's ability and availability to seek or exceed BAA's specifications and requirements. The Design-Build Contract is to be awarded, if at all, to the most responsive and responsible Design-Builder whose Proposal is evaluated to be the most advantageous to BAA considering price and other factors. The award can be made to one or multiple Design-Builders, whichever is in the best interest of BAA. Other suppliers and tertiary suppliers may be selected to fill orders or provide contracted services if the primary supplier cannot make provision to BAA when time is of the essence.
- vii. **Badging Requirements and Fees; Other Expenses:** In order to perform Services on-site in secured areas of BAA's facilities, Design-Builder personnel and contractors are required to undergo a background check and obtain a BAA badge allowing them access to such areas. On completion of the Services, Design-Builder personnel and contractors are required to turn their badges in to BAA's security department. Failure to return a badge on completion of Services will result in a fine to Design-Builder in the amount of \$500 per badge not returned. Design-Builder is responsible for paying

all badging fees and all fines for badges not returned after the Services are completed. In connection with the provision of Services, Design-Builder may incur expenses to BAA or BAA may be charged for expenses of Design-Builder. Design-Builder will pay or reimburse BAA for such expenses within thirty (30) days after the date of the invoice. If BAA owes Design-Builder any fees on completion of the Services and any badging fees, fines or other expenses owed by Design-Builder are then due and payable, BAA will have the right to deduct and offset the badging fees, fines and other expenses from the fees then owed to Design-Builder. If the amount due to BAA exceeds the amount of fees due to Design-Builder or there are no fees then due to Design-Builder, BAA will invoice and Design-Builder will pay the badging fees, fines and other expenses incurred within thirty (30) days after the date of the invoice. Failure to pay all badging fees, fines and other expenses in full may prevent Design-Builder from competing for future contracting opportunities with BAA.

- viii. **Nondiscrimination:** Design-Builder agrees to abide by the Nondiscrimination Requirements set forth in **Appendix C** attached hereto and incorporated herein by reference.
- ix. **Insurance:** The selected Design-Builder shall procure, at its expense, and keep in full force and effect at all times during the term of the Design-Build Contract, the types and amounts of insurance specified herein and in **Appendix B** attached hereto and made a part hereof.

III. Submittal Requirements

A. Selection Process

This is a best value procurement process. This method is defined as “a procurement process where price and other key factors can be considered in the evaluation and selection process to minimize impacts and enhance the long-term performance and value of construction.”

A Project Proposal will be solicited from all interested Design-Builders. The Proposal will allow the opportunity to provide data relating to the experience and qualifications of the interested Design-Builder. A cost proposal must also be included in the Proposal.

BAA’s selection committee will review all responsive Proposals based on the criteria listed in this RFP and create a ranking of Design-Builders.

Short-listed Design-Builders may be interviewed by BAA. However, BAA reserves the right to select the highest ranked Design-Builder based solely upon submittals if sufficient information is included in the Proposal. In such case, BAA will create a final ranking based on the criteria listed in this RFP to determine the highest ranked Design-Builder and engage in negotiations for the Design-Build Contract for the Project.

B. Project Proposal

Please submit five (5) hard copies and one (1) electronic copy (via USB flash drive) of your Proposal to the address below. Please include the cost proposal in a separate hard copy and electronic copy in the Proposal.

Contact: Ed A. Seoane, Vice President of Purchasing

E-mail: eseoane@flybhm.com

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

Deliveries can also be made in-person to the BAA Office located on the ground level of the Terminal Building (located at the above address).

All questions associated with this RFP must be submitted in writing via e-mail to Ed Seoane, Vice President of Purchasing, at eseoane@flybirmingham.com by the deadline identified for questions/clarifications (see timeline).

Project Proposals shall remain valid for one hundred eighty (180) days from the submission deadline. By submission of a bid/quote, Design-Builder agrees that its bid/quote is valid for one hundred eighty (180) days from the submission deadline.

C. Project Proposal Format

Design-Builders' Project Proposals shall be no longer than twenty-five (25) pages (not including back / front cover, tabs / dividers, cover letter, or table of contents), each page must not be larger than 8.5" x 11", and must include the following sections:

- i. **Design-Builder Overview and Capability to Perform All Aspects of the Scope of Work:** Detail the overall structure of the Design-Builder's organization and any unique operating characteristics that may enhance the Project's overall success. This should include but is not limited to: relevant services provided by the Design-Builder, office locations, and total number of employees providing relevant services.
- ii. **Recent Design-Builder Experience in Performing Similar Services:** Discuss relevant services completed at other Airports within the past five (5) years. This should include, but is not limited to: location, start and completion date, description of services provided, outcome of services provided, quality of services provided, and applicability to BAA's proposed Scope of Work. Identify the Design-Builder's role as either a prime or subcontractor and specific contribution to the task. A point of contact for the project's owner must also be included. BAA may contact such references, as necessary.
- iii. **Technical Proposal:** Each Design-Builder must submit a Technical Proposal ("TP") containing all information set forth below. Each item of the Technical Proposal as described below shall be segregated and labeled to identify the item being addressed in the TP.
 - **Project Understanding.** Describe the Design-Builder's understanding of BAA and the Work to be provided by the Design-Builder in response to this RFP. The narrative must identify how this Project is unique, what the challenges and opportunities are regarding this Project. The narrative must describe what was learned during the site visit and describe how the proposed solution addresses the identified challenges and opportunities.
 - **Technology Solution and Performance.** Describe the proposed technology solution to achieve BAA objectives. Identify at a minimum the following necessities to support the technology solution:
 1. Specific Equipment to be utilized
 2. Site Layout,
 3. Utility requirements and upgrades,
 4. Site improvements
 5. Performance specifications, and
 6. Strategies for minimizing losses during fuel deliveries, boil off, and dispensing.

Provide the basis for why the proposed solution is of highest benefit to BAA.

- **Work Plan and Approach.** Provide a narrative explanation of how the Design-Builder intends to perform the Work. Describe how the proposed work plan and Project approach will minimize construction delays, minimize fuel supply interruptions, minimize maintenance response times, and maximize station uptime. Include and reference the following required plans and schedules:
 1. Subcontracting plan
 2. Preliminary Critical Path Schedule
 3. Preliminary Schedule Values
- iv. **Subcontracts:** Identify all subcontracts proposed, and provide company name of each subcontractor, name of each subcontractor principal, and or corporate officers, resume' of each subcontractor key personnel who will be assigned to provide professional services under the Design-Build Contract, including certifications or special licensing for each and the types of work to be performed by each subcontractor.
- v. **Cost and Price Proposal:** Provide the proposed cost to complete the Scope of Work and payment terms.
- vi. **Proposal Bond:** Each Proposal shall be accompanied by a proposal or bid bond, submitted in the form of a guaranty and/or promissory note from banking, insurance or other lending financial institutions, equal to five percent (5%) of the Proposal price and made payable to the Birmingham Airport Authority. No cash, check or money orders will be accepted.
- vii. **Performance and Payment Bonds:** A Performance Bond and Payment Bond, each in a penal sum equal to 100% of the Contract Sum are to be submitted upon Notice of Award. Each bond shall be in form and substance as required by *Alabama Code* § 39-1-1 (1975), shall be executed by a surety company ("Surety") acceptable to BAA and who is duly authorized and qualified to make such bonds in the State of Alabama in the required amounts, shall be countersigned by an authorized, Alabama resident agent of the Surety who is qualified to execute such instruments, and shall have attached thereto a power of attorney of the signing official. All Design-Build Contract change orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the change order form. The Surety will waive notification of any Design-Build Contract change orders involving only extension of the Contract Time.

D. Project Proposal Selection Criteria

Proposals will be evaluated based on the Design-Builder's ability to meet the performance requirements of this RFP. To be deemed responsive, it is important for each Design-Builder to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. A Design-Builder's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed services as requested herein. Failure to submit any information requested may result in the elimination of the Proposal from further evaluation and consideration. The evaluation and selection will be based on the following:

- i. Design-Builder's Project Understanding and capability to perform all aspects of the scope of work
- ii. Design-Builder's Technology Solution and proposed approach to the services at the Airport
- iii. Design-Builder's recent experience in performing similar services
- iv. Work Plan Schedule
- v. Design-Builder's proposed cost

E. Tentative RFP Timeline

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

RFP Posted and Distributed to Qualified Bidders List	September 29, 2025
Mandatory Pre-Submittal Meeting and Site Walk	October 23, 2025
Deadline for RFP Questions/Clarifications	November 13, 2025
Proposal Due Deadline	December 18, 2025
Notice of Award	January 2026
Design-Builder Recommendations to the Board / Design-Build Contract date	February 2026

The Authority reserves the right to amend or extend the schedule for the RFP at its sole discretion. Any amendment or extension of the schedule shall be by written amendment to this RFP.

F. Mandatory Pre-Submittal Meeting and Site Visit

A **mandatory** pre-submittal meeting is scheduled for **October 23, 2025 at 2:00 PM** (Central Time) in Meeting Room A, Lower Terminal Lobby (south end near Entry Door 4L). Note that a single-use Parking Deck validation will be provided to attendees at the meeting. A site visit will be available **immediately after the pre-submittal meeting**. All attendees who plan to attend the meeting must RSVP to Jordan Howard at Jhoward@flybhm.com by close of business on October 22, 2025.

Conflict of Interests clause

Board of Directors and employees are prohibited from soliciting, demanding, or accepting from any proposer, Design-Builder, Contractor, potential Contractors, or parties to subcontract any gifts, gratuities, favors, or anything of a monetary value.

Protest Procedures:

The following procedures shall apply whenever any interested party desires to dispute the Notice of Award or any other aspect of the RFP process.

- A Design-Builder has no right to dispute a determination that it is not qualified based upon a late or incomplete submittal. There is no right to dispute the RFP process requirements and/or specifications if any objection thereto could have been addressed by submitting a question and/or objection in accordance with this RFP. The protest by the Design-Builder shall be undertaken at the Design-Builder's expense.
- The Design-Builder initiates a protest by delivering to BAA a written notice requesting a hearing and setting forth the grounds for the protest as well as all facts relevant to the protest. The protesting Design-Builder must deliver the written notice to the same location to which the Proposal was required to be delivered. The protesting Design-Builder must deliver such written notice within seven (7) calendar days following the date of BAA's written Notice of Award. The protesting Design-Builder waives its right to dispute BAA's decision or any other aspect of the RFP process if it fails to deliver notice within seven (7) calendar days following the date BAA written Notice of Award.

EXECUTION OF DESIGN BUILD CONTRACT

The Design-Builder will negotiate, sign and deliver to BAA the written Design-Build Contract together with all certificates, evidence of insurance and Bonds required by the Contract Documents within fourteen (14) Business Days after receipt of the Notice of Award. Failure or refusal to enter into a Design-Build Contract

as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Proposal Bond. On the failure or refusal of a second or third lowest Design-Builder to execute a Design-Build Contract within fourteen (14) Business Days after receipt of the Notice of Award by each subsequent proposer, each such Design-Builder's Proposal Bonds shall be likewise forfeited to BAA.

Appendix A

SCOPE OF WORK

IV. Scope of Work

A. Summary of Project

Birmingham Airport Authority has several fuel farms with premanufactured above ground horizontal tanks to store Jet fuel and Avgas. Two of the farms, Fuel Farm B and Fuel Farm C have been selected for expansion to meet growing Jet A demands at the Airport.

i. Fuel Farm B:

Fuel Farm B is located on the south end of the Airport just west of the intersection of Taxiway B and Runway 36. The farm consists of two 40,000 gallon above ground horizontal double-walled Jet A tanks, an offload pad, and a fuel truck fill stand. The intent of this Project is for three (3) new 25,000-gallon double-walled tanks that connect to the existing system. All tanks will be upgraded with a new networked tank monitoring system for remote reporting to the fuel operator's office location.

An alternate line item in the bid should be provided for design and construction of a new fill stand which will require the associated filter-separators and pumps for simultaneous use of two fill stands.

ii. Fuel Farm C:

Fuel Farm C is located south of Concourse C at the edge of the apron. The farm consists of two (2) 25,000-gallon above ground horizontal double-walled Jet A tanks, an offload pad, and a fuel truck fill stand. There are 4 additional tanks that serve other fuel needs that are outside the scope of this Project. The intent of this Project is to provide a separate Jet A system adjacent to the current site consisting of an offload pad, a fill stand, and two (2) 25,000-gallon above ground horizontal double-walled Jet A tanks with associated pumps and filter separators. The existing and new Jet-A tanks will be upgraded with a new networked tank monitoring system for remote reporting to the fuel operator's office location. This system is to match the one utilized at Fuel Farm B.

B. Phasing

The construction of the systems shall be completed in two Phases. Phase 1 shall consist of all the work at Fuel Farm C. Once Fuel Farm C is commissioned and in service, Phase 2 shall commence and will consist of any work at Fuel Farm B that interferes with or interrupts fuel serving ability of the existing portion of Fuel Farm B. Any work that does not interfere with existing operations at Fuel Farm B may commence during Phase 1.

C. Code and Standards Requirements

The Project's proposed design shall comply with all applicable codes and standards including but not limited to:

- State of Alabama Department of Environmental Management
- Federal Aviation Administration (FAA) Advisory Circular 150/5230-4C, Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
- National Fire Protection Association (NFPA) 30, Flammable and Combustible Liquids Code
- NFPA 70, National Electrical Code
- NFPA 407, Standard for Aircraft Fuel Servicing
- NFPA 780, Standard for Installation of Lightning Protection Systems
- Airlines for America Spec 103: Standard for Jet Fuel Quality Control at Airports – Revision 2023.1
- ANSI/ASME B31.3 Process Piping
- American Petroleum Institute (API)

- All other federal, state, and local laws and regulations that may apply but are not listed above.

D. Technical Requirements

The following are the technical requirements for the proposed systems at Fuel Farm B and Fuel Farm C. This list is intended to highlight the major item considerations and is not an exhaustive list of all elements of a fully complete design.

General Requirements for all sites:

- Welded stainless steel or coated carbon piping for all fuel piping.
- Hand-operated water draw-off pump.
- Hand-held fire extinguishers required by applicable codes.
- Filter Monitoring Elements are NOT acceptable.
- Provide key lock emergency fuel shut off switch, support pedestal/post, and signage compliant with NFPA 407.
- Provide a spill kit for installation.
- Provide impact protection (bollards) compliant with NFPA 407 around proposed systems.
- Provide valves compliant with API valve standards for fire resistance as referenced in Part C above.
- Provide power equipment rack with power panelboard in NEMA 4X stainless steel enclosure, including concrete foundation, lighting protection per NFPA 780 and grounding system.
- All underground electrical conduits and fittings shall be Schedule 40 or 80 PVC, or PVC coated Rigid Galvanized Steel. Conduits or ductbanks under paved areas shall be concrete encased Schedule 80 PVC extending 5 ft. minimum beyond paved areas.
- All above ground electrical conduits and fittings shall be rigid galvanized steel. Above ground electrical conduits where exposed to weather shall be PVC coated rigid galvanized steel. Provide seal-off type fittings at boundaries to hazardous areas as required by applicable codes.
- Provide fire detection safety devices for the dispenser(s) and the station equipment, including any upgrades to ventilation, electrical, heating, and fire control panels and systems that serve the immediate area where the station and dispenser(s) will be placed. All gas and fire detection sensors and related equipment shall have backup battery power to ensure continued operation should there be a loss of grid power.
- Drainage within 10-foot area of the new tanks shall be sloped to drain away from the tanks and prevent ponding of storm water (except where sloping is required for fuel transfer containment).
- All new tanks will sit within a tertiary concrete containment basin suitable for containment of one failed tank.

Fuel Farm B System Requirements

- Three (3) 25,000-gallon double walled UL-2085 tanks.
- Interconnection for supply to the existing fill stand.
- Interconnection to the existing offload station.
- New issue pumps from the tanks.
- Interconnection to the existing filter separators.
- New Veeder-Root (or equivalent) tank monitoring system sensors in new and existing tanks.

- Wireless connection between tank monitoring system and fuel operators' office.
- **ADD ALTERNATE LINE #2 ITEM:** Fuel Custody Transfer system for monitoring and reporting refueler uplift quantities.

Fuel Farm B Add Alternate Line # 1 Item System Requirements:

- One (1) new fill stand with single point dry break connection for fuel trucks.
- Emergency spill containment for new fill stand compliant with EPA requirements.
- Scully overfill protection system.
- New issue filter separators for the new fill stand.

Fuel Farm C System Requirements

- Two (2) 25,000-gallon double walled UL-2085 tanks.
- New fill stand with associated pumps and filter separators.
- Scully overfill protection system for new fill stand.
- New offload station with associated pumps and filter separators.
- Emergency spill containment for new offload and fill stand compliant with EPA requirements.
- New Veeder-Root (or equivalent) tank monitoring system sensors in new and existing tanks.
- Wireless connection between tank monitoring system and fuel operators' office.
- Elevation of the proposed tanks out of the current flood plain level at Fuel Farm B.
- **ADD ALTERNATE LINE #2 ITEM:** Fuel Custody Transfer system for monitoring and reporting refueler uplift quantities.

E. Other Scope Requirements

Design-Builder will provide full turnkey solution including any modifications required to the site including, but not limited to, new electrical distribution; replacement or expansion of the existing emergency fuel shutoff; new bollards and new underground electrical to the maximum extent possible.

The Design-Builder will provide shop drawings and product data submittals to BAA for review prior to ordering materials and equipment. Shop drawings will show all necessary mechanical and electrical connections, materials, and components necessary for a fully functioning fuel storage and dispensing system in accordance with this Scope of Work.

Wiring diagrams, electrical installation plan showing routing of above and underground conduit and wiring connections, electrical equipment locations, and grounding system components, shop drawing of fuel farm power equipment rack if different than detail, bollards, and fuel farm concrete slab design will be included as part of the shop drawing submittals for review. The fuel farm concrete slab design will be stamped by the Alabama licensed Professional Engineer that is responsible for the design. A lifting plan shall be submitted by the Design-Builder for approval prior to delivery of fuel farm components to the Airport.

Design-Builder will prepare, pay the applicable fee for, submit, and receive all required permits including a Tank Permit from the Alabama Department of Environmental Management.

The Design-Builder shall be responsible for an environmental analysis of the new fuel systems as well as all associated environmental permitting for this Project.

It shall be the Design-Builder's responsibility to coordinate with the local electrical utility company to ensure capacity of the existing electrical service to support all proposed loads associated with the proposed fuel farm. This coordination shall take place prior to the submission of shop drawings. Any additional equipment required to allow the fuel farm equipment to operate utilizing the existing electrical utility services shall be provided by the Design-Builder. All electrical conduits and wiring shall be installed underground unless it is not practical due to the configuration or function of the equipment being served. All conduits and wiring from the power panelboard to fuel farm system equipment shall be underground.

Design-Builder shall staff the project site with full-time supervision, often referred to as a construction superintendent, at all times between initial mobilization and demobilization. This requirement excludes times/dates outside of normal working hours such as Design-Builder's company holidays and weekends. Design-Builder must seek written approval from BAA to de-staff on-site superintendent during normal working hours. Construction and installation work is expected to be performed Monday through Friday, 5:00 am - 5:00 pm. Hours outside this time will need to be approved by the BAA Project Manager.

Testing and calibration will be in accordance with industry standards and procedures. The Design-Builder will provide BAA with all operations & maintenance manuals and testing & calibration reports. Design-Builder will provide a minimum of 2 hours of training to BAA personnel on the operation and maintenance of the system.

The Design-Builder will provide safety plans for the duration of construction. The Safety Plan will include, but not be limited to, the location of contractor access, the contractor staging area, location of barricades, and Design-Builder's emergency point of contact available 24 hours a day. The Design-Builder is responsible for ensuring compliance with the AL/OSHA, Process Safety Management of Acutely Hazardous Materials standards. All compliance activities shall be documented as required by the regulations.

F. Project Management

In accomplishing this Scope of Work, Design-Builder will complete the following management tasks:

1. Examine the Project site structures, the existing utilities lines, the roads approaching the site, and all other existing conditions. All facilities indicated on the site plan drawings and that exist at time of Notice to Proceed are to remain. Facilities not shown on the plans or specified to be removed, replaced, or altered and not in conflict with the new construction shall remain. Design-Builder will be responsible for determining if there is any underground equipment and/or improvement in the Project area and for removing or relocating all underground improvements.
2. Comply with BAA's requirements for specified critical operating areas (e.g., pedestrian and vehicular access routes, maintenance access, loading areas) that must be maintained during construction. The Design-Builder shall indicate how access to sites will be maintained without impacting transit operation or maintenance. All critical operating areas will be reviewed during the Pre-Proposal Conference and Site Walk. Availability of other areas can be discussed during Design-Build Contract negotiation and execution, if Design-Builder is able to show that those areas can be utilized without impacting BAA's ability to maintain operations.
3. Provide all material and equipment, supplies, labor, expertise, services, supervision, tools, plant, apparatus, conveyances, construction equipment, temporary buildings,

safety equipment, transportation, and incidental expenses for accomplishing the Scope of Work covered by this RFP.

4. Provide and update a Critical Path Schedule per the requirements in the Design-Build Contract.
5. Ensure a full-time, qualified Health, Safety, Security, and Environment (“HSSE”) representative is on-site at all times work is being conducted. This includes work performed by either direct labor, or subcontractors. The HSSE personnel may also serve as construction superintendent.
6. Engage with and bear the costs of a Tribal cultural monitor, if required.
7. Participate in on-site meetings with BAA to review the Critical Path Schedule, budget, completion of scope, project risks, and other tasks as stipulated in the Design-Build Contract.
8. Design-Builder must follow a formal change management process as detailed in the Design-Build Contract for all proposed changes to equipment or facility design beyond approved "Issued for Construction" plans, or final vendor documents. Detail clarifications that do not constitute a change in design or engineering do not require change management.
9. Design-Builder shall provide all necessary submittals, shop drawings, and construction schedules to BAA required for the completion of the Project. Design-Builder must also provide and maintain a Submittal log to track submittal versions, submittal return dates, approval status, comments and similar.
10. Design-Builder is to serve as the system expert and, through the system turn-over process, shall provide training and certification to BAA staff.

G. Mechanical Completion

The Project will achieve mechanical completion when the following have been completed and inspected by BAA staff or their representatives:

- All equipment has been set, anchored, and is in its complete and finished state.
- All mechanical materials, including fluid conveyance (piping, tubing), instruments, utilities, and appliances have been installed and are ready for commissioning.
- All electrical conductors, including power and data, have been routed and terminated in their respective lugs/terminals.
- All civil/structural scopes have been completed, including pavement, earthwork, structural foundations, concrete, and crash protection.

H. Commissioning

Commissioning of the fuel farms includes successfully achieving a fueling event, and demonstrating all subsystems function properly. Commissioning occurs following Performance Testing, and is a necessary condition for achieving Substantial Completion as described in the Design-Build Contract.

Design-Builder will be responsible for providing BAA a detailed fuel farm Commissioning Plan, identifying the steps, tasks, responsibilities and schedule to start and complete commissioning of the Fuel Tanks. The Commissioning Plan shall be provided no less than 60 days in advance of the start of the commissioning process. The Design-Builder shall include in the Commissioning Plan a list of activities to be performed by a third-party

vendor during installation that would require technical support, and provide details on how the Design-Builder plans to provide technical support for these activities. The Design-Builder shall coordinate the scheduling of commissioning activities to minimize disruptions to normal service.

The commissioning process shall include the following requirements:

- Design-Builder must conduct a Pre-Start-up Safety Review (“PSSR”) prior to introducing hazardous materials on-site (i.e., jet fuel). BAA will provide the facilities for the safety review meeting. The PSSR will include two distinct phases: Field verification of critical process documentation against as-built conditions, and bench review of critical safety documentation.

I. Final Acceptance of Construction Work

In addition to the requirements for Final Acceptance of Construction Work stipulated in the Design-Build Contract, the Design-Builder shall provide BAA with a complete Fuel Farm Documentation Package at completion of facility commissioning. Contents of the Package must be precise and accurate to the final installed state (as-built and final). The Fuel Farm Documentation Package will be reviewed for completeness, consistency and content by BAA prior to acceptance. The Package must include as a minimum:

- Equipment data sheets;
- General arrangement drawings;
- Foundation, anchoring, and lifting plans/procedures;
- Mechanical and electrical termination list and diagrams;
- Operations and maintenance manuals;
- Single Line Diagram, load list, and panel schedules ;
- Process Flow Diagram (PFD) & P&ID;
- Complete as-built drawings package, updated in CAD format;
- QA/QC documentation;
- Welding scoped (if applicable);
- Welding Procedure Spec (WPS) & Procedure Qualification Records (PQRs);
- Welder certifications;
- Non-destructive testing including X-rays;
- Documentation of all AHJ, deputy, and periodic inspections;
- Concrete batch and mix documents; and
- Unconditional lien release, as well as releases from all subcontractor materials, services, and direct labor.

For a period of 10 years following Final Acceptance of Construction Work, Design-Builder shall provide BAA with all updates to maintenance manuals, parts lists, and procedures for all systems, equipment, or components of the fueling system as issued by the Design-Builder and/or supplier to the Design-Builder.

J. Out of Scope Items

The following items are outside of the scope of this Project:

- Relocation/removal of the existing office trailers at Fuel Farm B
- Modification of the existing system at Fuel Farm C for flood plain requirements.
- Decommissioning of any part of the existing systems.

K. Alternate Line Items

Alternate Add Line Item #1: Pricing for a new fill stand associated with the Fuel Farm B system.

Alternate Add Line Item #2: Providing Fuel Custody Transfer system for monitoring and reporting refueler uplift quantities at both Fuel Farm B and Fuel Farm C.

Appendix B

INSURANCE REQUIREMENTS

BAA INSURANCE REQUIREMENTS

DESIGN-BUILDER PROVIDED INSURANCE FOR AIRSIDE 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:	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:	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 Design-Builder's indemnification obligations
Business Automobile	\$2,000,000 per occurrence combined limit for bodily injury liability and property damage 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	Amount of Project
Requirement:	1. Design-Builder to provide coverage for Design-Builder'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 Design-Builder 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 Design-Builder 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

Appendix C

NONDISCRIMINATION

NONDISCRIMINATION REQUIREMENTS

Federal Aviation Administration Required Provisions

A. **Civil Rights – General.** Design-Builder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Design-Builder transfers its obligation to another, the transferee is obligated in the same manner as Design-Builder.

This provision obligates Design-Builder for the period during which the BAA remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. **Civil Rights – Title VI Assurances – Compliance with Nondiscrimination Requirements.**

1. Compliance with Regulations: Design-Builder will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: Design-Builder, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Design-Builder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Design-Builder of Design-Builder's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Design-Builder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the BAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Design-Builder is in the exclusive possession of another who fails or refuses to furnish the information, Design-Builder will so certify to the BAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Design-Builder's noncompliance with the non-discrimination provisions of this contract, the BAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding payments to Design-Builder under the Agreement until Design-Builder complies; and/or

(b) Cancelling, terminating or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions: Design-Builder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Design-Builder will take action with respect to any subcontract or procurement as the BAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Design-Builder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, BAA may request the Design-Builder to enter into any litigation to protect the interests of the BAA. In addition, Design-Builder may request the United States to enter into the litigation to protect the interests of the United States.

7. Civil Rights – Title VI Clauses for Use/Access to Real Property: Design-Builder for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Design-Builder will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Acts And Authorities in Paragraph C below.

In the event of breach of any of the above nondiscrimination covenants, the BAA will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, Design-Builder, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to

include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

D. DBE: Design-Builder acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Design-Builder at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, Design-Builder shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.