

**MOBILE AIRPORT AUTHORITY**



**PROFESSIONAL SERVICES FOR CONSTRUCTION MANAGER  
AT RISK (CMAR) FOR THE  
MOBILE DOWNTOWN TERMINAL  
BROOKLEY AEROPLEX  
MOBILE, ALABAMA**

**REQUEST FOR PROPOSAL (RFP)**

**Date: September 24, 2018  
(Revised)**

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## **I. Introduction**

The purpose of this RFP is to procure construction manager at risk (CMAR) services in conjunction with a project for the Mobile Airport Authority (MAA) to be located at Brookley Aerospace Complex Mobile, Alabama. The project is anticipated to cost \$2.5 million to \$3.5 million and is tax exempt.

## **II. Scope of Work**

The project will consist of approximately 15-20,000 square feet of space located in an existing metal warehouse building currently occupied by Airbus. The facility will be a small commercial aviation terminal. The schedule calls for occupancy by the beginning of April 2019 necessitating a fast track design and construction approach. KPS Group, Inc. of Birmingham along with AVCON, Inc. will provide full A/E services. The project will include ticketing areas, hold rooms and gates (no passage loading bridges), passenger and baggage screening areas, security check points, and miscellaneous support areas. Some site development will also be required to expand parking and loading areas. The project is located in a Free Trade Zone and security measures during construction will be required.

The CMAR will be required to furnish pre-construction services focused on pricing of preliminary documents to establish an overall project budget and assistance in developing an overall schedule to achieve the desired occupancy date.

The form of contract will be cost plus with a guaranteed maximum price (GMP). The contractor will be expected to work as an integral part of the owner/architect/contractor team in achieving the project goals. The project will be subject to review and must conform to FAA, TSA, and any other applicable legal or regulatory requirements for terminal design and construction.

See Section III for RFP requirements. It is intended that your response be an opportunity to present your company in its best light for this project. MAA may elect to interview one or more respondents or may simply make a decision. MAA reserves the absolute right to select whomever it pleases based on its judgement of who will do the best job in meeting the project objectives.

The tentative schedule for the project is as follows:

- RFP procurement – September 19, 2018 thru October 3, 2018
- Site Visit – September 28, 2018
- RFP formal reply – October 5, 2018
- Selection – October 9, 2018

## **III. Required Professional Qualifications**

Firms interested in performing the work will be considered on the basis of a written response to the Request for Proposal. All applicants must submit their qualifications and responses to the following:

1. Statement of registration of the firm.
2. A brief summary of your company's (i) qualifications in undertaking and delivering projects similar to this including renovations and fast track construction in CMAR role, (ii) experience with the Mobile Airport Authority, and (iii) experience in managing unforeseen challenges and conditions that are problematic in this type of project.

3. Your approach to managing this project so to achieve the project goals, and the personnel you would expect to assign to the project, including the project manager and superintendent (with details of their qualifications).
4. The percentage and type of work which you normally self-perform, if any and why.
5. Your proposed fee and how you would address the preconstruction services.
6. Statement of availability and adequacy to perform all other functions needed for the proposed services.
7. A list of at least three references from previous clients.

#### **IV. Format for Responses**

Response should include:

- A cover letter (including dates of availability and a schedule of fees).
- Resumes of key personnel along with a brief description of responsibilities, accomplishments, and dates of service.
- A statement of registration and qualifications as outlined in Section III.
- If possible, list of three (3) similar prior projects and three (3) references for such projects.
- If applicable, a statement of disadvantaged or minority business status.

If the response is sent by a firm, partnership or any organization other than an individual, provide the requested information for all individuals who will perform the work.

#### **V. Submittal of Proposals**

Questions concerning this Request for Proposals should be directed to Russell Stallings with the Mobile Airport Authority ([russell@mobairport.com](mailto:russell@mobairport.com)). RFP request for information will be received until 3:00 pm CDT Monday, October 1, 2018; response by October 3, 2018.<sup>1</sup>

Please submit one (1) original Proposal (response to RFP) to the address directly below or email to [russell@mobairport.com](mailto:russell@mobairport.com)

Mobile Airport Authority  
1891 9<sup>th</sup> Street  
Mobile, Alabama 36615  
Attn: Russell Stallings

#### **VI. Selection Criteria and Schedule**

MAA will evaluate each proposal, based on the following criteria:

- The CMAR's qualifications / experience - 30% of evaluation,
- The CMAR's ability to meet the requirements - 20% of evaluation,
- The CMAR's proposed fee and cost of preconstruction services – 30% of evaluation,
- References - 20% of evaluation.

MAA encourages the participation of Disadvantaged, and/or Minority/Women Business Enterprise Participation in this RFP process.

Proposals will be reviewed as they are received. If necessary, interviews will be conducted October 5<sup>th</sup> & 8<sup>th</sup>. The Executive Director and/or the Board of MAA or his designees shall make the final selection. The selection of any professional services will be subject to negotiation of fair and reasonable compensation.

## **VII. Other Conditions**

The firm or individual practitioner must:

- Have current Alabama General Contractor's License and City of Mobile Business License.
- Insurance requirements – see Exhibit 'B'.
- The form of agreement will be the AIA A133-2009 Standard Form of Agreement Between MAA and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

## **VIII. Disclosures**

MAA shall have no financial interest in the business of and shall not be liable for any debts or obligations incurred by the CMAR nor shall MAA be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the CMAR, or in the sums earned or derived by CMAR, nor shall the CMAR at any time or times use the name or credit of MAA in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

CMAR, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of MAA, but shall be deemed to be an Independent Contractor in every respect and shall take all steps at its own expense, as MAA may from time to time request, to indicate that it is an Independent Contractor. MAA does not and will not assume any responsibility for the means by which or the manner in which the services by CMAR are performed; but on the contrary, CMAR shall be wholly responsible therefore.

CMAR shall acknowledge that its identity and peculiar capacity to provide the services described hereinabove shall constitute a material consideration for the MAA's execution of a contract with CMAR. Therefore, CMAR shall not transfer or assign an awarded contract or any of the rights or privileges granted therein without the prior written consent of MAA; which such consent shall be granted or denied solely at MAA's discretion.

If selected, CMAR shall agree to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations.

CMAR agrees that, if selected, it will comply with Title 6 of the Civil Rights Act of 1964, which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

## **IX. Reservation of Rights**

MAA reserves the right to:

- Amend, modify, or withdraw this RFP,
- Revise any requirements under this RFP,
- Accept any proposal deemed to be in the best interests of MAA, and to reject any and all proposals,
- Require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of the RFP,
- Extend the deadline for submissions of responses,
- Negotiate or hold discussions with any applicant to supplement responses.

Additionally:

MAA may exercise all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFP. Responses are prepared at the sole cost and expense of the applicant.

Nothing stated at any time by any MAA agent or representative will effect a change or addition to the RFP, unless confirmed in writing by MAA.

All information submitted in response to this RFP shall become the property of MAA, and as such, may be subject to public review as public records.

Applicant acknowledges and agrees that MAA will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the applicant as a result of, or arising out of, responding to this RFP.

MAA may take all necessary and affirmative steps to assure that minority firms and women's business enterprises compete.

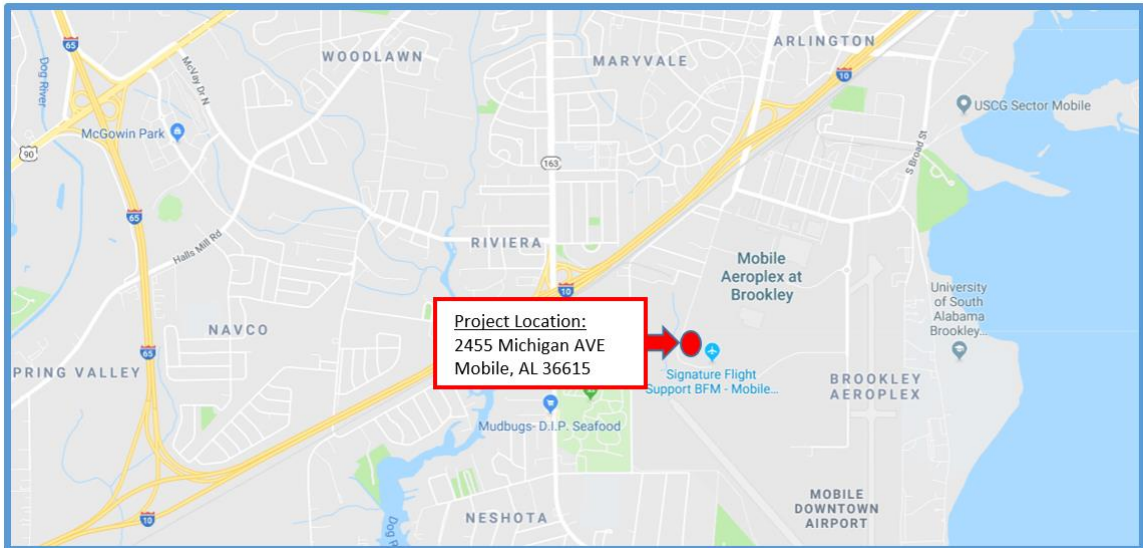
Applicant shall not collude in any manner or engage in any practices with any other CMAR which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause MAA to reject the applicant's submittal.

This proposal uses the gender-neutral words "it" and "its" in place of "he" and "she" and "his" and "her", etc., merely for the sake of brevity or to include the possibility that a consulting firm might submit a proposal.

This Request for Proposals is available in its entirety on MAA's website at [www.mobileairportauthority.com](http://www.mobileairportauthority.com), and at the Mobile Airport Authority office, 1891 9<sup>th</sup> Street, Mobile, AL 36615.

**EXHIBIT 'A'**

**Project Location**



**Link to Conceptual Info**

**[https://www.dropbox.com/s/oa1yylgujwevvog/terminal\\_booklet\\_4.0.pdf?dl=0](https://www.dropbox.com/s/oa1yylgujwevvog/terminal_booklet_4.0.pdf?dl=0)**

## **EXHIBIT 'B'**

### **INSURANCE**

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

#### **Certificates of Insurance**

The CONSTRUCTION MANAGER AT RISK (CMAR) 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 CMAR'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 CMAR's coverage thereunder. Not less than two (2) weeks prior to the expiration, cancellation or termination of any such policy, the CMAR shall supply the MOBILE AIRPORT AUTHORITY with a new certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new 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 CMAR shall ensure that each contractor or subcontractor complies with the terms of this Section.

#### **Workers' Compensation**

Regardless of any "minimum requirements" of the State of Alabama, CMAR 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. CMAR shall also obtain Employers Liability insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease limits, and \$1,000,000 each employee.

#### **Commercial General Liability:**

CMAR shall obtain Commercial General Liability coverage on a 2004 Insurance Service Office (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

#### **CMAR's Pollution Legal Liability (as needed):**

CMAR agrees to maintain Pollution Legal Liability limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. The CMAR 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:**

CMAR shall obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If CMAR 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.)*

### **Builders Risk**

Builder's Risk coverage will be in place during the course of construction. Insurance will be on an all risk perils basis, including flood and earthquake. Such insurance shall be written on a one hundred percent of completed value basis, subject to exclusions, sublimits, property limitations and conditions. Such insurance shall include the interests of the MOBILE AIRPORT AUTHORITY (as named insured) and CMAR (as additional insured's) during the course of construction.

### **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 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 CMAR, MOBILE AIRPORT AUTHORITY et al. as an additional insured. Additionally, CMAR 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:

Mobile Airport Authority  
1891 9<sup>th</sup> Street  
Mobile, AL 36615

### **Insurance Requirements for Subcontractors**

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

### **Professional Errors and Omissions (if needed):**

If "Professional" services are rendered in this service contract then minimum coverage limits of \$1,000,000 each claim and policy aggregate, an extended discovery period to apply for at least two (2) years after CMAR's work is accepted by MOBILE AIRPORT AUTHORITY and a deductible not to exceed \$10,000, for which CMAR will remain solely responsible for, shall apply. *OPTION-* If the SIR exceeds \$10,000 then MOBILE AIRPORT AUTHORITY shall have the right to review the CMAR's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project then CMAR shall purchase a SERP with a minimum reporting period of not less than two years. The requirement to purchase a SERP shall not relieve the CMAR of the obligation to provide replacement



coverage.

**Commercial Umbrella:**

CMAR shall obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions (*if required*) policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. The Umbrella limits shall be sufficient so that the sum of the underlying and Umbrella limits shall be at least \$5,000,000 per line of coverage.

**Inland Marine Builder's Risk Insurance:**

CMAR shall maintain Inland Marine Builder's Risk Insurance Coverage with a policy period concurrent with the Project, providing coverage to protect the interest of the MOBILE AIRPORT AUTHORITY including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Project.

Coverage shall be written on a Replacement Cost, and Completed Value Form basis in an amount at least equal to one hundred percent of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering CMAR's overhead and general conditions, and equipment rental. The period of indemnity shall not be less than twelve (12) months and the limit of Delay Cost coverage not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to the scheduled limit for the hard cost coverage. The waiting period of Delay Cost coverage may not exceed thirty (30) days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the one hundred percent (100%) projected value of the Work. CMAR agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

The automatic termination clause shall only terminate coverage if the policy expires, is cancelled, the MOBILE AIRPORT AUTHORITY's interest in the building ceases or the building is accepted or insured by the MOBILE AIRPORT AUTHORITY, not terminate due to "occupation".

**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**

CMAR 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 CMAR, 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. CMAR 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. CMAR shall, upon request, defend any suit asserting a claim covered by this indemnity.

**Waiver of Subrogation**

CMAR 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 CMAR 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 requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

- END -