

Request for Qualifications

**FUTURE TERMINAL
CONSTRUCTION MANAGER AT RISK (CMR)
SERVICES**

**FOR DES MOINES AIRPORT AUTHORITY
DES MOINES, IOWA**

Contract ID #: 2022-21-10



APRIL 25, 2022



REQUEST FOR QUALIFICATIONS (RFQ)

**CONSTRUCTION MANAGER AT RISK
(CMR)**

FUTURE TERMINAL

**FOR DES MOINES AIRPORT AUTHORITY,
DES MOINES, IOWA**

Contract ID #: 2022-21-10

All qualifications are due before 1:00 p.m., CST, May 24, 2022, and must be valid for 90 days from the RFQ due date.

(1) original and (4) copies of the Statement of Qualifications and (1) electronic file must be submitted to:

Des Moines Airport Authority
Attn: Bryan Belt
5800 Fleur Drive, Suite #207
Des Moines, IA 50321
(515) 256-5160

There will be a non-mandatory pre-submittal conference on May 3, 2022, at 1:30 p.m., CST in the Airport Cloud Room, Room 227.

Requests or inquiries that arise regarding this RFQ must be directed to the Authority's Director of Engineering & Planning, Bryan Belt, at bmbelt@dsmairport.com, no later than 4:00 p.m., CST, May 9, 2022. Written answers to requests for clarification will be provided via addendum, published and distributed on Beeline and Blue at www.beelineandblue.com no later than 4:00 p.m., CST, May 12, 2022.

Electronic copy of this Request for Qualifications is available by contacting Beeline and Blue at www.beelineandblue.com.

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TENTATIVE SCHEDULE OF EVENTS

- | | | |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1. Issuance of Request for Qualifications | | April 25, 2022 |
| 2. Pre-Submittal Conference | 1:30 PM, Cloud Room | May 3, 2022 |
| 3. Request for Clarifications | 4:00 PM | May 9, 2022 |
| 4. Response to Clarifications | 4:00 PM | May 12, 2022 |
| 5. Statement of Qualifications Due | Before 1:00 PM | May 24, 2022 |
| | <ul style="list-style-type: none">• Qualifications will be publicly opened, and names of firms read out loud at 1:30 PM | |
| 6. Issue Request for Proposal to qualified respondents | | June 6, 2022 |
| 7. Request for Proposals Due | Before 4:00 PM | June 17, 2022 |
| | <ul style="list-style-type: none">• Proposals will be publicly opened, and names of firms read aloud at 4:00 PM | |
| 8. Tentative Interview dates (+/- 2 hours) | | June 29, 2022 |
| 9. Proposals will be ranked in relation to the selection criteria listed in the RFP by August 1, 2022 | | |
| 10. Contract Award by Airport Authority Board | | August 9, 2022 |

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK SERVICES

DES MOINES AIRPORT AUTHORITY FUTURE TERMINAL PROJECT

CONTRACT ID #: 2022-21-10

1. Purpose:

The Des Moines Airport Authority (Authority) is hereby soliciting statements of qualifications (SOQs) for Construction Manager at Risk (CMR) services to provide Construction services for its future terminal construction project at the Des Moines International Airport (the Project). The future terminal will be constructed on the current airport campus, 5800 Fleur Drive, Des Moines, Iowa. This request invites qualified firms to submit a SOQ for accomplishment of the items of work described below under the Project Description and Scope of Work. SOQs shall be prepared and submitted in accordance with the requirements described in this Request for Qualifications (RFQ).

The SOQ submissions will be evaluated in relation to the criteria set forth in this RFQ and the three firms with the highest scores will be considered to have met the qualifications for the Project. These three firms will be invited to submit proposals in response to a Request for Proposals (RFP) issued by the Authority. Each proposal submitted shall include the CMR's proposed fees. Interviews may be conducted. Proposals will be evaluated and ranked in relation to the criteria set forth in the RFP. The Authority shall select the CMR that submits the proposal that offers the best value for the Authority based on the published selection criteria and on its ranking evaluation. The Authority will negotiate a pre-construction services and a guaranteed maximum price contract with the selected firm.

The Authority is in the process of finalizing an implementation plan for the Project and envisions construction to be delivered in phases in accordance with available funding and phasing requirements.

The firm ultimately selected by the Authority pursuant to the RFQ/RFP process will be responsible for certain construction elements including, but not limited to, the following, in no particular order:

- a. Construction of funded phases of the future terminal.
- b. Coordination of new terminal apron to the future terminal.
- c. Coordination of new terminal roadway to the future terminal and existing roadway structure.
- d. Demolition and abatement of existing terminal building, to extent determined.
- e. Construction and/or coordination of new elevated walkway from the future terminal to the parking garage structure.
- f. Coordination of extension of roadway structure from future terminal to existing Cowles Drive exit.
- g. Construction and/or coordination of Make-Ready projects to prepare for the future terminal.

Construction of the new terminal will occur while the existing terminal remains in operation. Significant coordination and accommodation of airport operations will be needed throughout the duration of the Project. Both terminals may be in concurrent use during certain portions of the Project, depending on final phasing of construction.

The Authority will separately and/or concurrently undertake certain supporting projects to the future terminal. This may include terminal apron, terminal deicing pads, demolition of existing hangars and/or fixed based operators.

The Authority is anticipating utilizing CMR delivery for this project pursuant to Senate File 183, which is anticipated to be signed by the Governor and to become law on July 1, 2022.

2. Project Description:

The Authority's future terminal program includes elements as described in the 2018 Terminal Project Definition Manual (PDM) which forms a part of this RFQ and sets forth detailed information about the Authority and the Project. The PDM can be found and downloaded at <https://www.flydsm.com/airport-business/terminal-development/new-terminal-study>. The 2018 PDM is currently being updated and a Draft 2022 PDM Supplement has been prepared. The 2022 PDM Supplement is expected to be considered by the Authority on May 10th, 2022. Copies of the Draft 2022 PDM supplement may be requested from the Director of Engineering and Planning.

In summary, and based on the Draft 2022 PDM Supplement, the projects for which the CMR will be responsible include:

- a. **Preconstruction and construction of Phase 1A** including a new terminal building (~245,000 square feet) and curbside, skyway bridge to the parking garage (garage by others), connection to existing concourse C (and possible limited upgrades to the existing concourse), a new central energy plant (~13,000 square feet), and a new office building (~7,000 square feet). The new terminal building will include ticketing, outbound/inbound baggage handling and screening, security, offices, and a new concourse with hold rooms for 5 new gates, concessions, support areas and a connection to the existing concourse.

The CMR will be responsible for coordination with responsible parties for related works by others, including Apron A and Apron B contracts, a garage expansion, and the current works to Cowles Drive. The completion of Phase 1A may also result in the demolition and or reuse of all or part of the existing terminal building and a further reconfiguration of Cowles Drive, this scope will be subject to review by the project team (Owner, Owners Representation, CMR and Architect/Engineer) to determine how and when it will be delivered.

- b. **Funding permitting, preconstruction and construction of Phase 1B** to extend the new 1A concourse to the Northeast (~41,000 square feet) to provide further concessions, support areas and hold rooms for 4 further new gates.
- c. **Preconstruction only for Phase 1C** to extend the 1A concourse to the Southwest and to modify the apron to provide further concessions, support areas, and hold rooms for 7 further new gates.

Tentative schedule (subject to Board review on May 10th, 2022) is as follows:

- a. **Summer 2022 through end 2023** - Design and preconstruction for Phases 1A, 1B and Schematic Design for Phase 1C
- b. **Summer 2022 through Fall 2024** - 'Make Ready' projects (includes Apron A and B contracts)
- c. **Spring 2024 through Summer 2026** – Phase 1A construction
- d. **Fall 2026** – Phase 1A operational
- e. **Winter 2026/27** – Possible existing terminal demolition/modifications.

Note: Schedule for Phase 1B will be subject to funding availability

The design team will use Building Information Modeling (BIM) to aid in the process of design and coordination of the project. BIM models produced by the design team will be at a Level of Development (LOD) consistent with the production of construction documents. The Authority prefers the selected CMR to utilize Autodesk BIM 360 Collaboration for Revit but will consider alternatives. The Authority intends

to continue use of BIM through construction and in support of asset management/building maintenance once in operation.

The Authority is conducting this solicitation to identify a CMR with the experience, resources and capabilities to undertake the Project. The Authority's objectives in choosing to develop the Project are to:

- Obtain the best value for the money with the greatest certainty of Project cost and schedule;
- Stage the construction of the Project to minimize disruption to patrons and passengers using the existing roadways, parking and terminal;
- Provide space and facilities in the future terminal at a fair and reasonable cost to the Airlines;

The work must meet FAA AIP and funding standards for a commercial service airport. The Authority has direct contact with the FAA for projects at Des Moines International Airport. All CMR actions will be directed by the Authority's staff. Direct contact by the CMR with the FAA for Des Moines International Airport work must have prior authorization by the Authority's staff.

3. Statement of Qualification (SOQ) Submission:

Deliver To: Bryan Belt, Director of Engineering & Planning
Suite 207
5800 Fleur Drive
Des Moines, IA 50321

Number of copies: (5) printed / (1) electronic on thumb drive

During the SOQ evaluation, the Authority reserves the right to request additional written information to assist in the evaluation of the SOQs.

SOQs and written responses to the Authority's request for additional information shall be signed by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

Upon receipt, the SOQs shall become the property of the Authority for disposition or usage by the Authority at its discretion.

4. SOQ Content:

To standardize responses and simplify the comparison and evaluation of responses, all statements must be organized in the manner set forth below, separated into sections, and appropriately labeled. All information and materials requested shall be provided in the SOQ under a single cover. The SOQ length shall be limited to a **maximum** of thirty (30) single-sided pages **not including**: transmittal letter, resumes, dividers, covers, and signed attachment forms. There are no specific page counts by section, that is left up to the proposer. Minimum font size shall be ten (10) point and (11x17) size paper is acceptable for the organizational chart only. The SOQ shall include the following information:

- a. Transmittal letter: A transmittal letter shall be included in the submittal and signed by an officer of the firm or joint venture. The letter should include the identity of the prime firm, joint venture firms, and any proposed sub-consultant firms. The letter shall include the name, title, firm, address, telephone number, and email address for one individual

who shall be the Designated Representative. A statement shall be included from the firm that to the best of its knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the Authority. An acknowledgment of review of the attached Agreement, Bond forms, and Insurance requirements with a statement that the CMR agrees to the Agreement format, its content and all requirements as presented including insurance limits as defined in Attachment 2. Note: The Agreement and liability insurance limits language will not be changed/amended during negotiations except for modifications as required for tasks included in a specific scope of work, and except as allowed by Attachment 2. Work will proceed based upon project fund availability.

- b. Relevant Project Experience (20 points) - Provide a listing of all similar relevant projects currently under contract or completed in the last five (5) years, including scope, size, cost, schedule, owner and Architect/Engineer (A/E). Highlight a minimum of three (3) of the most relevant projects. At least one project shall be fully complete and operational.
- c. Past Performance (15 points) For the highlighted most relevant projects in Section b provide a letter of reference from both the project owner and project A/E. Include the email and cell phone numbers for the references.
- d. Safety Record (15 points) Document your safety history for the previous five (5) years, including any open or closed OSHA citations or investigations. Designate the safety officer for this project and include relevant credentials. Describe key elements of your firm's general safety plan for work at an operational commercial service airport. Provide firm's Experience Modification Rate (EMR) for the current year and last five (5) years.
- e. Proposed Personnel (25 points) Provide a functional organization chart for CMR's proposed Project team including a summary of approach to working together within the wider Project team including Owners, Owner's Reps, A/Es, Commissioning Agent, other Horizontal Work Contractors. Discuss the CMR's current workload and proposed staff availability to perform work required. It is anticipated that the Project may be constructed in phases, over five plus years. Describe how your firm can accommodate this type of schedule. Provide a summary of qualifications of the project manager, superintendent and key personnel. Resumes (excluded from the page count) for all key personnel listed shall be included which show the following:
 - Name, specialty, and job title
 - Years of relevant experience with firm (and previous employers)
 - Personal qualifications, roles and responsibilities
 - Professional registrations
 - Firm and office location where employed
 - A synopsis of experience, training or other qualities that reflect the individual's related experience and expected contribution to the anticipated projects.
- f. Proposed Methodology (25 Points) Provide an overall description of how preconstruction services will be planned and performed. Discuss CMR's proposed methodology for reviewing design documents, ascertaining site conditions, validating

phasing plans. Provide the CMR's plan for working in a team relationship with the Design Team, Authority, Owner's Rep and other stakeholders during preconstruction. Describe how the CMR will provide cost estimating services during the different design phases. Provide management techniques used by the CMR to control construction costs on construction programs of the magnitude of this Project in the current market conditions. Provide scheduling methodology. Describe approach to the GMP process, bid packages, and permitting process. Discuss methodology for coordination of work with minimal disruptions to airport operations. Explain the firm's claim avoidance measures and process employed. Describe any unique management processes or abilities that the proposing CMR's entity's team brings to the Project. Describe management methods, quality management measures and other systems proposed to ensure the project is successfully executed.

g. Signed Attachments – Attachment 1 and Attachment 4.

5. Pre-submittal Conference:

There will be a non-mandatory pre-submittal conference May 3, 2022 @ 1:30 PM. The conference will be held both in person and virtually. If you would like to attend virtually, please send request to Bryan Belt, bmbelt@dsmairport.com by May 2nd at 1:30pm and meeting invite will be sent.

6. Insurance Requirements:

The CMR shall purchase and maintain insurance in accordance with the insurance requirements set forth in Attachment 2 to protect the CMR and the Des Moines Airport Authority throughout the duration of the contract. The CMR shall not commit any act which could invalidate any policy of insurance. The CMR shall defend, indemnify and hold harmless the Authority in accordance with the indemnification requirements set forth in Attachment 2. The CMR will be subject to all terms and provisions set forth in Attachment 2. All firms that submit qualifications in response to this RFQ will be required to accept and comply with Attachment 2, Insurance and Indemnification Requirements if selected. This requirement may be subject to negotiation in accordance with Attachment 2.

Prior to beginning work at the Airport, the selected CMR shall provide certificates of insurance, and complete copies of all applicable insurance policies, including endorsements, showing that the CMR has obtained the insurance required by the attachments to the RFQ.

7. Form of Contract:

A copy of the Agreement is included as Attachment 5 and Exhibits 1&2.

All firms that submit qualifications in response to this RFQ will be required to accept and comply with Attachment 5, Agreement, Attachment 3 Payment and Performance Bonds and Attachment 2, Insurance and Indemnification Requirements if selected. These requirements are not subject to negotiation.

8. Scope of Work:

The CMR will provide preconstruction services with the intent of forming a Guaranteed Maximum Price (GMP) to assume the risk of delivering the project. The CMR will be responsible for construction means and methods and will be required to solicit bids from prequalified subcontractors to perform the work using an approved subcontractor selection process. The CMR may also compete to self-perform work. Such solicitation methods must comply with Senate File 183.

The Authority and selected CMR will develop a detailed Scope of Work based on a robust preconstruction and progressive GMP process. The CMR is expected to be able to provide necessary services for the future terminal project as described elsewhere in this document. The Authority does not guarantee a set amount of work or contract value for these services.

A list of the anticipated services for each phase is provided below:

Pre-Construction Services will include, but are not necessarily limited to, the following:

- Review documents for constructability, completeness, accuracy, and proper coordination of design disciplines.
- Continually review documents to confirm conformance with the project budget.
- Develop cost information and analysis to facilitate decision making.
- Continually conduct a value analysis of the design to identify opportunities to reduce construction costs and/or to improve facility performance.
- Advise Authority of ways to gain efficiencies in project delivery.
- Develop a detailed phasing plan and construction schedule for the project, including identification of long lead items, off-site fabrication materials and Authority supplied equipment and materials.
- Develop a project implementation plan and site staging plan coordinated with Authority and for activities around and adjacent to the site.
- Provide for construction phasing and scheduling that will minimize interruption to airport operations.
- Develop detailed budget estimates at critical milestones.
- Establish guaranteed maximum price (GMP) for work package(s) as identified by the Project Team (Owner, CMR, OR and A/E).
- Investigate and conduct an analysis of construction labor, fabrication, and material markets in preparation for project bidding.
- Develop scope of work for multiple bid packages.
- Communicate with subcontractors during the preparation of bid package(s) and during the project bid phase(s).
- Receive bids, prepare bid analysis, and make recommendations to the Authority for award of contracts or rejection of bids.
- Address all federal, state, and local requirements.
- Follow the requirements of Senate File 183 for bidding self-performed or subcontracted work.

Construction Services will include, but are not necessarily limited to, the following:

- Manage the work, including the activities of contractors and subcontractors during the construction of the project.
- Develop and administer the project schedule in accordance with contract requirements.
- Coordinate on-site construction activities.
- Coordinate and participate in operational readiness activation and transition (ORAT) and Commissioning.
- Develop and administer BIM coordination processes during submittals and construction.
- Develop and administer the project safety program.
- Coordinate with various Authority departments, FAA, TSA, CBP, other agencies, utility companies, airport tenants, local businesses, etc.
- Monitor the work on the project for quality control and site safety.
- Manage contract closeout and turnover processes.
- Communicate with Authority's project management personnel.
- Oversee, monitor, and coordinate any remedial work required during the project warranty period.

- Bond and insure the construction.
- Maintain a safe work site for all Project participants.
- Address all federal, state, and local requirements.
- Follow the requirements of Senate File 183 for bidding self-performed or subcontracted work.

9. Contact Person:

Any questions concerning the qualifications should be directed to:

Bryan Belt, Director of Engineering & Planning
5800 Fleur Drive
Suite 207,
Des Moines, IA 50321
Phone: 515-256-5160, fax: 515-256-5025
bmbelt@dsmairport.com.

10. Non-Collusion Affidavit Required:

Any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition by agreement to propose a fixed price or otherwise will render the qualifications of such Proposers void. Proposers will be required to execute and submit with their qualifications a Non-Collusion Affidavit in the form appended hereto as Attachment 1. Any disclosure by one Proposer to another Proposer of the content of a SOQ in advance of the submission of qualifications will render the qualifications of both Proposers void and may at the discretion of the Director of Engineering & Planning render the RFQ proceedings void.

11. Proposers to Provide Evidence of Ability to Obtain Insurance:

Each Proposer shall provide evidence satisfactory to the Authority that it can obtain the required insurance coverages and bond. For this purpose, each Proposer shall submit with its SOQ the certification form appended to this RFQ as Attachment 4, in which the Proposer's insurance agent and/or bonding agent certifies that the Proposer can obtain the required insurance coverages and/or bond. Failure to submit the required certification form will be grounds for rejection of the SOQ.

12. Procedure for Evaluation and Determination of Qualified Proposers:

Competing qualifications submitted in response to the RFQ will be evaluated by Authority staff. The Authority staff will utilize the evaluation criteria and scoring methodology set forth in this RFQ in making its determination as to qualified proposers.

The three firms with the highest scores will be considered to have met the qualifications for the Project. These three firms will be invited to submit proposals in response to an RFP issued by the Authority. Each proposal submitted shall include the CMR's proposed fees.

Interviews may be conducted. Proposals will be evaluated and ranked in relation to the criteria set forth in the RFP. The Authority shall select the CMR that submits the proposal that offers the best value for the Authority based on the published selection criteria and on its ranking evaluation. The Authority will negotiate a pre-construction services and a GMP contract with the selected firm.

13. Proposer Questions, and Requests for Clarification or Interpretation:

After issuance of an RFQ, persons or entities who intend to respond to such RFQ by submission of a SOQ, and who have questions regarding the RFQ, or who object to any term, provision, or requirement

of the RFQ, or who desire clarification or interpretation of any term, provision, or requirement of the RFQ, may submit such questions, objections, or requests for clarification or interpretation to the contact person named above no later than the date indicated. Such questions, objections, requests for clarification or interpretation shall be submitted in writing and shall clearly identify the individual or entity submitting same, including the name, address, telephone number, and e-mail address, if any, of such person or entity.

14. Authority’s Response to Proposer Questions, Objections, and Requests for Clarification or Interpretation, Issuance of Addenda to RFQ:

Bryan Belt, Director of Engineering & Planning, will respond in writing to all questions, objections, requests for clarification or interpretation presented to the Authority as provided above or raised or presented at the pre-submittal conference as provided above. Only the Authority's written responses shall be considered the Authority's official response binding upon the Authority. In addition to making a written response, the Authority may issue addenda amending the RFQ by changing, deleting, or adding terms, provisions, or requirements to the RFQ.

Written answers to all written inquiries will be sent to all firms via addendum that obtained a copy of the RFQ from Beeline and Blue website, <http://www.beelineandblue.com>.

In no case will verbal communications override written responses or requirements of this RFQ.

15. Proposer’s Communications with Authority Officials and Employees Restricted:

Proposers are prohibited from attempting to improperly influence Authority Officials or employees. Violation may be a crime and may result in rejection or return of SOQ.

After issuance of an RFQ by the Authority, persons or entities who intend to respond to such RFQ by submission of a SOQ, and who desire to pose questions, objections, requests for clarification or interpretation regarding any term, provision, or requirement of the RFQ, shall not attempt to contact or communicate with, in writing, electronically, or orally, any Authority official or employee other than the designated contact person. After issuance of an RFQ, persons or entities who intend to respond to such RFQ by submission of a SOQ shall not contact or communicate with, in writing, electronically, or orally, any Authority official or employee in an attempt to gather information which would be helpful in responding to the RFQ, or in an attempt to influence the Authority's consideration of its SOQ. Persons or entities who knowingly or willfully violate this provision may be guilty of a crime, punishable by fine or imprisonment. In addition, the Authority may refuse to accept or may return the SOQ of any person or entity determined to be in violation of this provision. Contacting other selection committee members will be considered inappropriate and may lead to a loss of Selection Criteria points or disqualification, at the discretion of the Director of Engineering and Planning.

16. Evaluation and Selection Process:

Qualifications will be evaluated by Authority staff against the following criteria:

<u>Evaluation Rating Criteria – Maximum 100 points</u>	
Description	Rating Range
Relevant Project Experience:	1-20
Past Performance:	1-15
Safety Record:	1-15
Proposed Personnel:	1-25
Proposed Methodology:	1-25

Provision of duly completed Non-Collusion Affidavit (Attachment 1), Insurance Certification (Attachment 4), and acknowledgement of review of the Agreement (see section 4(a) herein and Attachment 5 along with Exhibits 1 and 2), and Bond forms (see section 4(a) herein and Attachment 3), are collectively a mandatory requirement of a qualified response.

The three firms with the highest scores will be considered to have met the qualifications for the Project. These three firms will be invited to submit proposals in response to an RFP issued by the Authority. Each proposal submitted shall include the CMR's proposed fees.

Interviews may be conducted. Proposals will be evaluated and ranked in relation to the criteria set forth in the RFP. The Authority shall select the CMR that submits the proposal that offers the best value for the Authority based on the published selection criteria and on its ranking evaluation. The Authority will negotiate a pre-construction services and a GMP contract with the selected firm.

17. Rejection of Qualifications:

The Authority reserves the right to reject any or all qualifications in whole or in part received in response to the RFQ. The Authority will not pay for any information requested in the RFQ, nor is it liable for any cost incurred by a Proposer in responding to the RFQ.

18. Formation of Contract:

The successful CMR will enter into a contract with the Authority in the forms provided by the Authority in Attachment 5.

Upon the Authority's approval of the evidence of insurance submitted by the successful CMR, and upon the Authority's legal representative's review of the form of contract executed by the CMR, the Authority Board Chairperson will execute the contract as directed by the Authority Board.

19. Award of Contract:

Award of contract, if any, will be to the CMR that submits the proposal that offers the best value for the Authority based on the published selection criteria and on its ranking evaluation. Note, some of the services may not be required and the Authority reserves the right to initiate additional procurement actions for any of the services included in this solicitation. The Board reserves the right to select another contractor to complete the Scope of Services if at any phase of project development, the Board determines that the selected contractor is not performing work in accordance with executed contract documents.

20. Assignment of Contract Prohibited Unless Approved in Writing by the Authority:

No contract awarded pursuant to this RFQ shall be assignable by the successful CMR without the written consent of the Board.

21. Statutes and Rules:

The terms and conditions of this bid or request for proposal, the resulting contract or purchase order or activities based upon this bid or request for proposal shall be construed in accordance with the laws of Iowa. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this bid or request for qualifications and resulting purchase order or contract. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the Authority,

and that which Authority officials together with federal review agency staff determine to meet all applicable requirements.

22. Qualifications Not Confidential: Proposer Requests for Confidentiality Under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content:

Under Chapter 22 of the Iowa Code, “Examination of Public Records”, all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of “confidential records”. Under this provision, confidential records are to be kept confidential, “unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information”. Among the public records which are considered confidential under this Iowa Code provision, are the following:

3. Trade secrets which are recognized and protected as such by law.
6. Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the Authority, as custodian of the SOQ submitted in response to a Request for Qualifications, may, but is not required, to keep portions of such qualifications confidential under exceptions 3 and 6 (noted above). If a responding individual or company determines that a portion or portions of its SOQ constitute a trade secret or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the SOQ** identifying which portion or portions of the SOQ or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its SOQ. The Authority will not under any circumstance consider the entire SOQ to be a confidential record.

If a request is thereafter made by a member of the public to examine a SOQ including the portion or portions thereof for which a confidentiality request has been made, the Authority will so notify the proposer and will keep confidential that portion of the SOQ covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than five (5) calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its SOQ. Absent such action by a proposer requesting confidentiality and absent the entry of a court order declaring such portion or portions of the SOQ confidential, the entire SOQ will be released for public examination.

If the process for selecting the best CMR includes two or more evaluation stages, in which qualifications are evaluated at each stage and the field of competing qualifications is reduced, all qualifications submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing qualifications shall be subject to disclosure; if not otherwise determined confidential as above provided.

23. Exclusive Contract:

The contract that results from this Request for Qualifications constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

24. Attachments:

Attachment 1: Non-Collusion Affidavit

Attachment 2: DMAA– Major Insurance & Indemnification Requirements

Attachment 3: DMAA Standard Payment and Performance Bonds

Attachment 4: Certification of Proposer's Insurance Agent Regarding Proposer's Ability to Obtain Required Insurance Coverages

Attachment 5: Modified AIA A133 Agreement

**ATTACHMENT 1
NON-COLLUSION AFFIDAVIT**

The Proposer hereby certifies under penalty of perjury:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement for the Des Moines Airport Authority; and
2. That no individual employed by the Proposer was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the proposal, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
3. That no part of the compensation to be received by the Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the proposal, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
4. That this proposal is genuine and not collusive or sham; that the Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Proposer or any other Proposer, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual executing this proposal has the authority to execute this proposal on behalf of the Proposer.

Proposer

Signature

By _____
Name (print/type)

Title

Street Address

City, State, Zip Code

ATTACHMENT 2

DES MOINES AIRPORT AUTHORITY STANDARD – MAJOR – CONSTRUCTION

INSURANCE & INDEMNIFICATION REQUIREMENTS

Below are the standard insurance provisions that all firms will be required to meet unless specific amendments are explained in the Request for Proposal response document. If the firm proposes a Contractor Controlled Insurance Program, the details of that program will be negotiated with the Authority to meet the requirements below. The Authority also reserves the right to implement an Owners Controlled Insurance Program.

1. GENERAL

The Contractor shall purchase and maintain insurance to protect the Contractor and AUTHORITY throughout the duration of this Contract. Said insurance shall be provided by insurance companies “admitted” or “nonadmitted” to do business in the State of Iowa having no less than an A. M. Best Rating of “A-.” All policies shall be written on an occurrence basis and in form and amounts satisfactory to the AUTHORITY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the AUTHORITY prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

- A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The Consultant shall procure and maintain Worker’s Compensation Insurance, including Employer’s Liability Coverage, both written with State of Iowa statutory limits. Employer’s liability limits of \$1,000,000/\$1,000,000/\$1,000,000 are required. ***Waiver of Subrogation in favor of the AUTHORITY is required.***
- B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Consultant shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). Waiver of Subrogation in favor of the AUTHORITY is required. Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.
- C. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor’s business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of the AUTHORITY is required.***
- D. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. In addition to primary policy limits, Consultant shall procure and maintain Umbrella or Excess Insurance limits of no less than \$25,000,000. ***Waiver of Subrogation in favor of the AUTHORITY is required.***

- E. PROFESSIONAL LIABILITY INSURANCE: Professional Liability Insurance with a limit of not less than \$5,000,000, only if a professional service is being provided.
- F. CONTRACTORS POLLUTION LIABILITY (CPL) INSURANCE: pollution liability coverage to respond to claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, and disposal. Such insurance shall be written on an occurrence basis, and AUTHORITY (and any other parties required under the Prime Contract Documents), shall be included as an additional insured party under the policy. Coverage shall extend to bodily injury, property damage, completed operations and clean-up costs with limits of not less than \$5,000,000 each occurrence and \$5,000,000 policy aggregate.
- G. CYBER LIABILITY: for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information on an “claims made” basis with a combined single limit per occurrence of \$1,000,000.
- H. AIRCRAFT/WATERCRAFT LIABILITY INSURANCE: If Contractor or any of its Subcontractors or agents will operate aircraft or watercraft in the scope of the Work, a policy of aircraft and watercraft insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage for aircraft and watercraft applicable to all owned, non-owned and hired aircraft and watercraft. Minimum Limits: US \$5,000,000 combined single limit per occurrence. If Contractor or any of its Subcontractors or agents will operate an Unmanned Aerial Vehicle (“UAV”), a policy of UAV insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage on an “occurrence” basis with a combined single limit per occurrence of \$1,000,000. This coverage may also be provided by endorsement to a Commercial General Liability policy.
- I. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the AUTHORITY as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The Contractor’s insurance shall be primary to that of the AUTHORITY and noncontributory to any other insurance or similar coverage available to the AUTHORITY whether the other available coverage is primary, contributing or excess. Any certificates of insurance furnished in accordance with this Agreement shall specify the Authority and its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents and employees have been added as additional insured as required under the Agreement.
- J. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance and Automobile Liability Insurance policies shall include the AUTHORITY Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier “Waiver of Immunity” endorsements are not acceptable.

**DES MOINES AIRPORT AUTHORITY
GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the Des Moines Airport Authority as Additional Insureds does not waive any of the defenses of governmental immunity available to the Des Moines Airport Authority under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover

only those claims not subject to the defense of governmental immunity under the Code of Iowa section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The Des Moines Airport Authority shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Des Moines Airport Authority.
 4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Des Moines Airport Authority under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Des Moines Airport Authority.
 5. No Other Change in Policy. The insurance carrier and the Des Moines Airport Authority agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- K. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The Workers Compensation & Employer's Liability Insurance, Compensation Insurance, General Liability Insurance, Umbrella/Excess Insurance and Automobile Liability Insurance policies shall be endorsed to provide the AUTHORITY with no less than thirty (30) days Advance Written Notice of Cancellation or Nonrenewal. ***Written notifications shall be sent to: Des Moines Airport Authority, Executive Director, 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321.***
- L. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases the AUTHORITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of the AUTHORITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Contract. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the AUTHORITY including its appointed officials, agents, employees and volunteers, and others working on its behalf.
- M. PROOF OF INSURANCE: The Contractor shall provide to the AUTHORITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Contract under "Description of Operations/ Locations/Vehicle/Special Items". A Copy of the (1) Additional Insured Endorsements, (2) Governmental Immunities Endorsement and (3) Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance. ***Mail Certificates of Insurance to: Des Moines Airport Authority, Executive Director, 5800 Fleur Drive, Suite 207, Des Moines, Iowa 50321.***
- N. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.
- O. OCCURANCE VS. CLAIMS-MADE. All policies must be written on an occurrence basis with exception

of professional liability, which can be written on a claims-made basis. If the professional liability coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years following the expiration or termination of this Agreement.

3. INDEMNIFICATION REQUIREMENTS

For purposes of this section 3, the term “AUTHORITY” means the Des Moines Airport Authority and its appointed officials, agents, employees, volunteers, and others working on its behalf. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the AUTHORITY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys’ fees and court costs that may be asserted or claimed against, recovered from or suffered by the AUTHORITY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor’s work or services under this Contract, including that of its

officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the sole negligence of the AUTHORITY.

Contractor’s obligation to indemnify the AUTHORITY contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers’ compensation acts, disability benefit acts, or other employee benefits acts.

The AUTHORITY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor’s work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under control of Contractor, except to the extent caused by or resulting from the sole negligence of the AUTHORITY.

Contractor expressly assumes responsibility for any and all damage caused to AUTHORITY property arising out of or in any way connected or associated with Contractor’s work or services under this Contract, including its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor shall ensure that its activities on AUTHORITY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

ATTACHMENT 3
DES MOINES AIRPORT AUTHORITY STANDARD
PAYMENT BOND AND PERFORMANCE BOND

PAYMENT BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves to **The Des Moines Airport Authority, 5800 Fleur Drive, Des Moines, Iowa 50321**, as OBLIGEE, hereinafter referred to and called OWNER, and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, legal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the ____ day of _____, _____, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: _____

Project Location: **Des Moines International Airport, Des Moines, Iowa** _____

The Work generally consists of:

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. PAYMENT: The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or

performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

2. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - a. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
 - b. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - c. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
 - d. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - e. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys’ fees, and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any “outlay and expense” in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the

CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall either be in the Iowa District Court in Polk County, State of Iowa or the United States District Court for the Southern District of Iowa in Des Moines. **Each of the parties hereby irrevocably and unconditionally waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this bond.** If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said CONTRACTOR shall faithfully perform all the promises of the CONTRACTOR, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 2022.

<p>Principal:</p> <p>(Company Name)</p> <p>_____</p> <p>Contractor</p> <p>By _____</p> <p>Signature Name</p> <p>_____</p> <p>Title</p> <p>FORM APPROVED BY:</p> <p>_____</p> <p>James R. Wainwright</p>	<p>SURETY:</p> <p>_____</p> <p>Surety Company</p> <p>By: _____</p> <p>Signature Attorney-in-Fact/Officer</p> <p>_____</p> <p>Name of Attorney-in-Fact/Officer</p> <p>_____</p> <p>Company Name</p> <p>_____</p> <p>Company Address</p> <p>_____</p> <p>City, State, Zip Code</p>
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Attorney for OWNER	<hr/> Company Telephone Number
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NOTE:

- 1. All signatures on this payment bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
- 2. This bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

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PERFORMANCE BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves to **The Des Moines Airport Authority, 5800 Fleur Drive, Des Moines, Iowa 50321**, as OBLIGEE, hereinafter referred to and called OWNER, and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, legal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the ____ day of _____, _____, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: _____

Project Location: **Des Moines International Airport, Des Moines, Iowa**

The Work generally consists of:

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

- 3. PERFORMANCE: The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and

save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default or failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - a. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
 - b. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - c. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
 - d. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - e. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees, and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall either be in the Iowa District Court in Polk County, State of Iowa or the United States District Court for the Southern District of Iowa in Des Moines. **Each of the parties hereby irrevocably and unconditionally waives all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this bond.** If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the

CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said CONTRACTOR shall faithfully perform all the promises of the CONTRACTOR, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 2022.

<p>Principal:</p> <p>(Company Name)</p> <p>_____</p> <p style="text-align: center;">Contractor</p> <p>By _____</p> <p style="text-align: center;">Signature Name</p> <p>_____</p> <p style="text-align: center;">Title</p> <p>FORM APPROVED BY:</p> <p>_____</p> <p>James R. Wainwright Attorney for OWNER</p>	<p>SURETY:</p> <p>_____</p> <p style="text-align: center;">Surety Company</p> <p>By: _____</p> <p style="text-align: center;">Signature Attorney-in-Fact/Officer</p> <p>_____</p> <p style="text-align: center;">Name of Attorney-in-Fact/Officer</p> <p>_____</p> <p style="text-align: center;">Company Name</p> <p>_____</p> <p style="text-align: center;">Company Address</p> <p>_____</p> <p style="text-align: center;">City, State, Zip Code</p> <p>_____</p> <p style="text-align: center;">Company Telephone Number</p>
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NOTE:

- 5. All signatures on this performance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
- 6. This bond must be sealed with the Surety's raised, embossing seal.**
- 7. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 8. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

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ATTACHMENT 4

Certification of Proposer’s Insurance Agent Regarding Proposer’s Ability to Obtain Required Insurance Coverage

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment 2, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful proposer of the RFQ to which my client has responded:

Legal Name of Proposer:

Name/Address/Phone/FAX # of Insurance Agency:

Phone _____ FAX _____

Name of Agent/Broker (Print):

Signature of Agent/Broker:

Date of Signature: _____

Signature of Notary Public:

State Seal of Notary Public:

ATTACHMENT 5

Modified AIA A133 Agreement

Exhibit No 1 Modified AIA A201 General Conditions

Exhibit No.2 AIA A133 Exhibit A

To be issued as Addendum One – issue intended to be by or on 4/29/2022