



REQUEST FOR PROPOSAL

2026 Airport Farmland Waterway Reshaping and Tiling Project

The Eastern Iowa Airport
2121 Arthur Collins Parkway SW – Suite 10
Cedar Rapids, IA 52404

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SIGNIFICANT DATES

The following schedule has been established for this selection process:

Scheduled Item	Scheduled Date
RFP posted on Airport’s website (flyCID.com)	Thursday, February 26, 2026
Response Deadline	Monday, March 16, 2026 by 2:00 PM
Pre-Proposal Meeting (on site)	Friday, March 6, 2026 2:00 PM
Selection and Award	Monday, March 23, 2026
Contract Phase Schedule Start Dates	Phase I – Tuesday, March 24, 2026 Phase II – Tuesday, March 24, 2026
Contract Phase Schedule End Dates	Phase I - Thursday, April 30, 2026 Phase II - Thursday, April 30, 2026

SECTION I - NOTICE OF REQUEST FOR PROPOSALS

1.0 Notice of Request for Proposal

Notice is hereby given that written proposals/bids will be received on Monday, March 16, 2026, at the Office of the Airport Director, The Eastern Iowa Airport, 2121 Arthur Collins Parkway SW – Suite 10, Cedar Rapids, Iowa 52404-8952 for the 2026 Farmland Waterway Reshaping and Tiling Project.

1.1 RFP Timeline

Name of the Proposal	2026 Airport Farmland Waterway Reshaping and Tiling Project
Date of Issuance	Thursday, February 26, 2026
Pre-Proposal Meeting	Friday, March 6, 2026 at 2:00 PM (onsite Walford Rd SW on south end of project location)
Deadline for Proposal Submittal	Monday, March 16, 2026 by 2:00 PM
Recommendation for Award	Monday, March 23, 2026
Submit Proposal to:	Office of the Airport Director Eastern Iowa Airport 2121 Arthur Collins Parkway SW - Suite 10 Cedar Rapids, Iowa 52404-8952
Method of Submittal	Mail or Overnight Delivery, In Person Fax or email proposals are not acceptable
Contact Person, Title	John Yeomans, AFM, Farm Manager
E-mail Address	jyeomans@farmersnational.com
Phone Number	Phone: 319-325-3080

SECTION II – GENERAL TERMS AND CONDITIONS

2.0 General

The Cedar Rapids Airport Commission (also referred to as the “Commission”), is soliciting proposals/bids from a qualified company (also referred to as “Company”, “Companies”, or “Proposer” herein), for the Airport Farmland Waterway Shaping and Tiling Project.

2.1 Pre-Proposal Meeting

2.1.1 In addition to the information contained in the Request for Proposal (also referred to as “RFP”), there will be a pre-proposal meeting at the project location on Walford Rd SW at **2:00 PM, Friday, March 6, 2026** (On site) to view existing site conditions associated with this Proposal. Proposers must attend the pre-proposal meeting to view the site. Proposers are encouraged to submit questions by email to jyeomans@farmersnational.com. Map and pictures of the meeting location are attached hereto as Attachment B.

2.2 Receipt and Opening of Proposals

2.2.1 Proposers must submit one (1) original in a sealed envelope to Office of the Airport Director, The Eastern Iowa Airport, 2121 Arthur Collins Parkway SW - Suite 10, Cedar Rapids, Iowa 52404-8952 by **2:00 PM on Monday, March 16, 2026 at 2:00 PM (CST)**, in order to be considered.

- 2.2.2 The Commission reserves the right to accept or reject any or all proposals/bids and to waive any informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- 2.2.3 The Commission is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system, or any other means of delivery employed by the Proposer. Similarly, the Commission is not responsible for, and will not open, any proposal responses that are received later than the date stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 2.2.4 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Commission that you have read, understand, and will comply with the Instructions and all Terms and Conditions attached hereto. The Commission reserves the right to reject any or all proposals, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.2.5 Opening: There will be no “formal” proposal opening for this RFP. Proposals will be opened and evaluated after the proposal deadline on Monday, March 16, 2026 after 2:00 PM (CST).
- 2.2.6 Proposals will be evaluated promptly after opening. After an award is made, a proposal summary will be posted on the airport’s website. Proposal results will not be given over the telephone. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.
- 2.2.7 A Certificate of Insurance must be on file and approved by the Commission’s Director of Properties and Business Development before this project can begin. See Section VI – Insurance Requirements, which details the exact requirements of the Commission.
- 2.2.8 This RFP does not commit the Commission to make an award, nor will the Commission pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
- 2.3 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Section V - Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
- 2.4 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposal, including references, and/or additional information as indicated, may result in disqualification due to "non-responsiveness."

SECTION III – SPECIAL TERMS AND CONDITIONS

- 3.0 Agreement Forms
 - 3.0.1 See Attachment A for the Commission’s standard form of agreement. If a Proposer intends to request that the Commission enter into any other agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the Commission’s legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm’s relationship to the Proposer.
 - 3.0.2 Proposers are advised that in the event any such agreement contradicts the Commission requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.
 - 3.0.3 If no agreement form is included with the proposal, no such form will be approved by the Commission during the evaluation or award processes, or following award of contract.

3.1 Term of Agreement

- 3.1.1 The initial term of the Agreement for the 2026 Airport Farmland Waterway Shaping and Tiling Project shall be as follows:
- Phase I & II – Tuesday, March 24, 2026 through Thursday, April 30, 2026. These Phases are subject to liquidated damages.
- 3.1.2 The Commission and the Contractor(s) may renew the original contract for two (2) additional thirty-day time periods by mutual agreement. Ten (10) days' notice must be given to renew the contract for additional increments.
- 3.1.3 Following Commission approval, a Notice to Proceed Letter, prepared by the Commission and signed by the Airport Director, shall become the document that authorizes the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful proposer shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the contract.
- 3.1.4 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc. which reflect said increases. The Commission reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

3.2 Contractor's Employees

- 3.2.1 The Commission reserves the right to require the Contractor to remove any employee from the work area whom the Commission has deemed incompetent, careless, insubordinate, or whose continued employment on the work site is deemed by the Commission to be contrary to the public interest.
- 3.2.2 Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures, and operating directives as are now or may hereinafter be prescribed by Commission, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Commission including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Commission by the Federal Aviation Administration, or TSA. If Company, its officers, employees, agents, subcontractors, or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Commission, then, in addition to any other remedies available to Commission, Company will be responsible and will reimburse Commission in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within ten days of written notice.
- 3.2.3 Company shall be responsible for and agrees to protect, defend, indemnify, and hold harmless the Commission and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the Company, its employees, subcontractors or any independent Contractors working under the direction of either the Company or subcontractor in the performance of this Contract.

3.3 Payment

- 3.3.1 As a matter of practice, the Commission attempts to pay all invoices in 30 days. Invoices shall be addressed as follows: The Eastern Iowa Airport, 2121 Arthur Collins Parkway SW - Suite 10, Cedar Rapids, IA 52402-8952 or emailed to AP@flyCID.com.

SECTION IV - MINIMUM REQUIREMENTS

4.0 General Information

- 4.0.1 Bid specifications and maps of waterway tile that The Eastern Iowa Airport is anticipating to be installed beginning March 24, 2026 are attached hereto as Attachment B.
- 4.0.2 Successful bidder may start the project in phases as follows:
- A. Phase I & II – Tuesday, March 24, 2026 through Thursday, April 30, 2026. These Phases are subject to liquidated damages.
- 4.0.3 Project work must be invoiced by June 30, 2026.
- 4.0.4 All existing tile shall be connected as necessary. Drainage tile cannot be plowed in and shall be installed with an open cut tile trencher or a comparable trencher with service performance and other characteristics that equal or exceed those of the open cut tile trencher as approved by the Farm Manager. All existing tile must be hooked up and noted by GPS. Utility crossings and any underground infrastructure and utilities, if any, must be located prior to installing drainage tile.
- 4.0.5 Drainage tile shall be installed below the final waterway to allow for adequate drainage and reshaping of waterways. The top of the tile should be at least 12-inches, or more, below the final waterway bottom(s). Please note some areas may need to have cover removed prior to trenching to allow for the proper placement of drainage tile. Any tile placement using a backhoe, excavator, or comparable equipment shall first be approved by the Farm Manager. Waterway widths to be as listed in Attachment B.
- 4.0.6 Successful bidder will be responsible for obtaining the necessary permits from local, state, federal and/or any other regulatory agency.
- 4.0.7 This project is subject to liquidated damages. The Contractor and Commission understand and agree that time is of essence for completion of the work and that the Commission will suffer additional expense and financial loss if said work is not completed within the authorized Contract Time. Furthermore, the Contractor and Commission recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the Contractor expressly agrees to pay the Commission non-penal amounts as liquidated damages for the time the Project remains incomplete beyond the contract time of performance. Said liquidated damages are \$250 per day beyond April 30, 2026. Furthermore, the Contractor understands and agrees that the Commission has the right to deduct from any moneys due the Contractor, the amount of said liquidated damages; and the Commission has the right to recover the amount of said liquidated damages from the Contractor.

SECTION V - SIGNATURE PAGE

The undersigned proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

We choose **NOI** to submit a proposal/bid at this time, but would like to be considered for future projects.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

GENERAL INFORMATION

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

ADDENDA - <http://flycid.com/rfp>

It is Proposer's responsibility to check for issuance of any addenda at the above website.

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: ___ Date: _____ Addenda Number: ___ Date: _____

Addenda Number: ___ Date: _____ Addenda Number: ___ Date: _____

PAYMENT METHOD

Do you accept a credit card for payment of purchases? Yes No

QUICK PAY DISCOUNT

If you provide a discount for payment by credit card, please state the discount:

DOCUMENTS TO BE SUBMITTED WITH THIS PROPOSAL

1. Signature Page – See Section V
2. Proposal Form – See Section VIII

SECTION VI - INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

COMPANY, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance to cover all risk, which shall arise directly or indirectly from COMPANY'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the COMPANY'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the COMPANY or its employees carrying out the work involved in this contract.
3. **Automotive Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the scope of work.

Subcontractors: In the case of any work sublet, the COMPANY shall require subcontractors and independent contractors working under the direction of either the COMPANY or a subcontractor to carry and maintain the same workers compensation, liability insurance, and automotive liability insurance required of the COMPANY.

Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B" or better. All policies shall be occurrence form and not claims made form. The COMPANY shall be responsible for deductibles and self-insured retentions in the COMPANY'S insurance policies.

CERTIFICATE OF INSURANCE REQUIREMENTS

- I. The minimum liability limits required by the COMMISSION are **\$1,000,000**. This must be **occurrence form** liability coverage.
- II. The following address must appear in the Certificate Holder section: Cedar Rapids Airport Commission, The Eastern Iowa Airport, 2121 Arthur Collins Parkway SW - Suite 10, Cedar Rapids, IA 52404.
- III. Certificate of Insurance must be provided prior to the execution of this Agreement. Certificates may be sent by e-mail to COI@flyCID.com, faxed to 319-362-1670, mailed, or delivered. List on the certificate the contract name covered by the certificate of insurance. Project Name: 2026 Airport Farmland Waterway Reshaping and Tiling Project
- IV. During the term of the Agreement, COMPANY shall provide the COMMISSION with renewed certificates of insurance 20 days prior to policy expiration dates.

SECTION VII - GENERAL TERMS AND CONDITIONS

1. **LANGUAGE. WORDS USED INTERCHANGEABLY** - The word COMMISSION refers to the Cedar Rapids Airport Commission throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the COMMISSION.
2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is in arrears to the Commission upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or that is deemed irresponsible or unreliable by the Commission. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
3. **PROPOSAL FORM** - In case of a discrepancy between the unit price and the extended price, the unit price shall prevail. The Proposer shall submit its Proposal on the forms furnished by the Commission.
4. **SPECIFICATION DEVIATIONS BY THE PROPOSER** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
5. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
6. **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications, and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
7. **SPECIFICATION CHANGES. ADDITIONS, AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
8. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
9. **PROPOSAL PREPARATION COSTS** - Issuance of this Request for Proposals (RFP) does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a Proposal. Nor does the issuance of this RFP obligate the Commission to enter into a contract for any services or equipment. All costs related to the preparation and submission of a Proposal shall be paid by the Proposer.
10. **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless The Commission, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
11. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your Signature Page. If quick pay discounts are offered, the Commission reserves the right to include that discount as part of the award criteria. Prices proposal or proposed must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
12. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).

13. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The Commission reserves the right to reject any or all Proposals and to re-advertise. The Commission further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Commission.
14. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
15. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected, and accepted within 30 days and on receipt of an original invoice.
16. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
17. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
18. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the Commission.
19. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal by either airfreight, postal service, or other means.
20. **MISCELLANEOUS** - The Commission reserves the right to reject any and all proposals or parts thereof. The Commission reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Commission reserves the right to negotiate optional items with the successful Proposer.
21. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Commission.
22. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
23. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Commission, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Commission.
24. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the Commission shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Commission, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Commission, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the award by the successful Supplier and the Commission may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the Commission from the successful Supplier is determined.
25. **TERMINATION OF AWARD FOR CONVENIENCE** - The Commission may terminate the award at any time by giving written notice to the successful Supplier of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or

- furnished by the successful Proposer under the award shall, at the option of the Commission, become its property. If the award is terminated due to the fault of the successful Proposer, termination of award for cause relative to termination shall apply. If the award is terminated by the Commission as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the Commission which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made.
26. **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
27. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the proposal upon the terms and prices set forth herein.
28. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Commission. Any assignment or attempt at assignment made without such consent of the Commission shall be void.
29. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.
30. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, Commission holiday closures are typically New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.) Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Commission may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.
31. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
32. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
33. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
34. **METHOD OF AWARDING/QUOTING** - The Commission reserves the right to make awards based on the entire proposal or on an individual basis. However if you offer your proposal based on an "all or none" condition, the Commission may consider your proposal non-responsive and reject the entire proposal.
35. **TAXES** - The Commission is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Commission is exempt will be deducted from invoices before payment is made.
36. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa OpenRecords Law". By submitting any document to the Commission in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Commission and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Commission and its officers and employees harmless from any claims arising from the release of any document or information made available to the Commission arising from any proposal opportunity.

SECTION VIII – PROPOSAL FORM

2026 Airport Farmland Waterway Shaping and Tiling Project

Item	Description	Quantity Unit	Unit Price	Extension
1.	4" Corrugated Drainage Tile	30,000 LF	\$ _____	\$ _____
2.	5" Corrugated Drainage Tile	2,260 LF	\$ _____	\$ _____
3.	6" Corrugated Drainage Tile	7,920 LF	\$ _____	\$ _____
4.	12" Corrugated Drainage Tile	13,400 LF	\$ _____	\$ _____
5.	15" Dual Wall Drainage Tile	1,100 LF	\$ _____	\$ _____
6.	All connections necessary for Items 1-5	Lump Sum	\$ _____	\$ _____
7.	All waterway reshaping and other dirt work as necessary including reseeding	Lump Sum	\$ _____	\$ _____
Total Bid				\$ _____

(use figures)

(state proposal amount using words)

Name of Company

By _____
Name and Title of Signing Official

ATTACHMENT A - SAMPLE AGREEMENT

THE EASTERN IOWA AIRPORT, CEDAR RAPIDS, IOWA

THIS AGREEMENT made and entered into this _____ day of _____ 2026, by and between the CEDAR RAPIDS AIRPORT COMMISSION, CEDAR RAPIDS, IOWA, ("**Commission**") and _____ (Party of the Second part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Owner, for the consideration herein mentioned to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the Specifications, together with the foregoing Proposal made by the Contractor, the Instructions to Bidders, and this Agreement, shall all form essential parts to this Agreement. The work covered by this Agreement includes all work described in the Proposal/Bid and the Specifications and listed in the conditions and specifications, to wit: providing labor and material to perform 2026 Airport Farmland Waterway Shaping and Tiling Project for The Eastern Iowa Airport.

The Contractor agrees to start the work on-site as follows:

Phase I & II – Tuesday, March 24, 2026 through Thursday, April 30, 2026. These Phases are subject to liquidated damages.

The Contractor agrees to start the work on-site after the start date of Tuesday, March 24, 2026. The Contractor agrees that the work is to be completed by April 30, 2026. The Contractor agrees that Liquidated Damages as defined in the Specifications apply to this Agreement in the amount of \$250 per day said work extends beyond April 30, 2026.

The Owner shall pay and the Contractor shall receive the price stipulated in the Proposal hereto attached as full compensation for everything furnished and done by the Contractor under this Contract, the full sum of _____ (_____) based on the unit and/or lump sum proposal prices payable as set forth in the specifications constituting a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate this _____ day of _____, 2026.

CEDAR RAPIDS AIRPORT COMMISSION

ATTEST:

By: _____

Title: _____

CONTRACTOR

ATTEST:

By: _____

Title: _____

ATTACHMENT B – PROJECT AREA

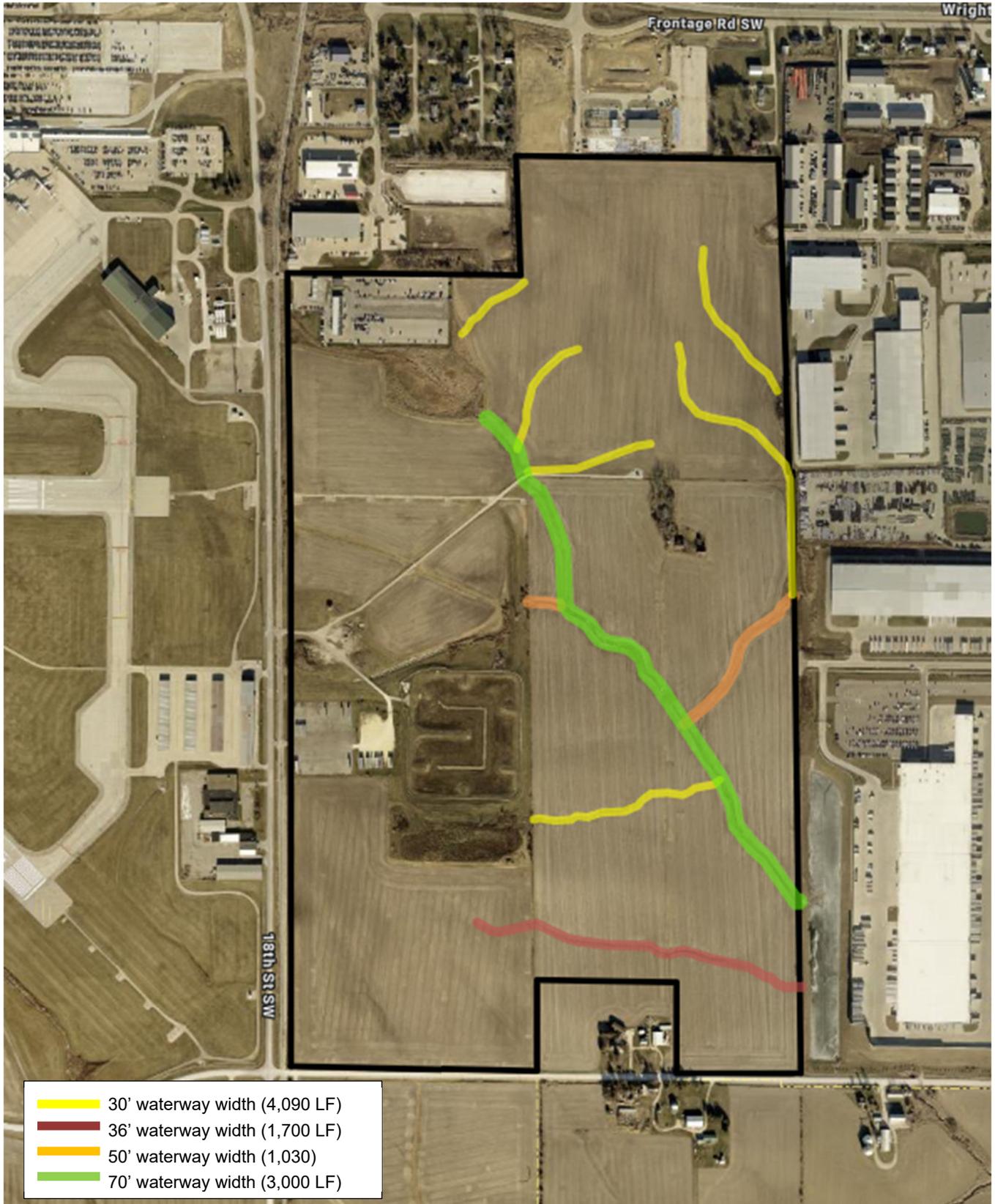
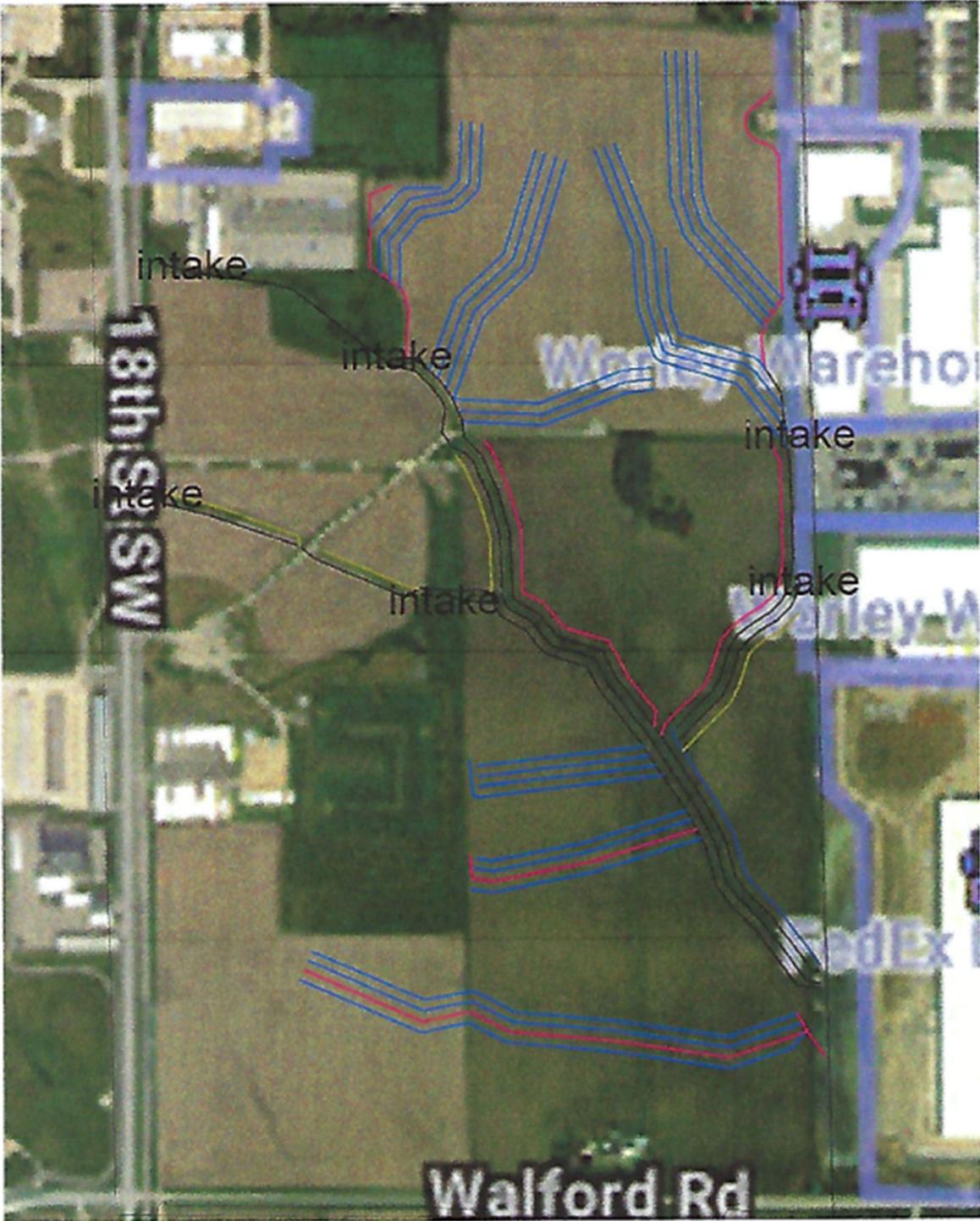


Figure 1: Waterway Widths and Lengths



- 4 inch tile
- 5 Inch Tile
- 6 Inch Tile
- 12 Inch Tile
- 15 Inch dual wall

Figure 2: Overall Tiling Plan

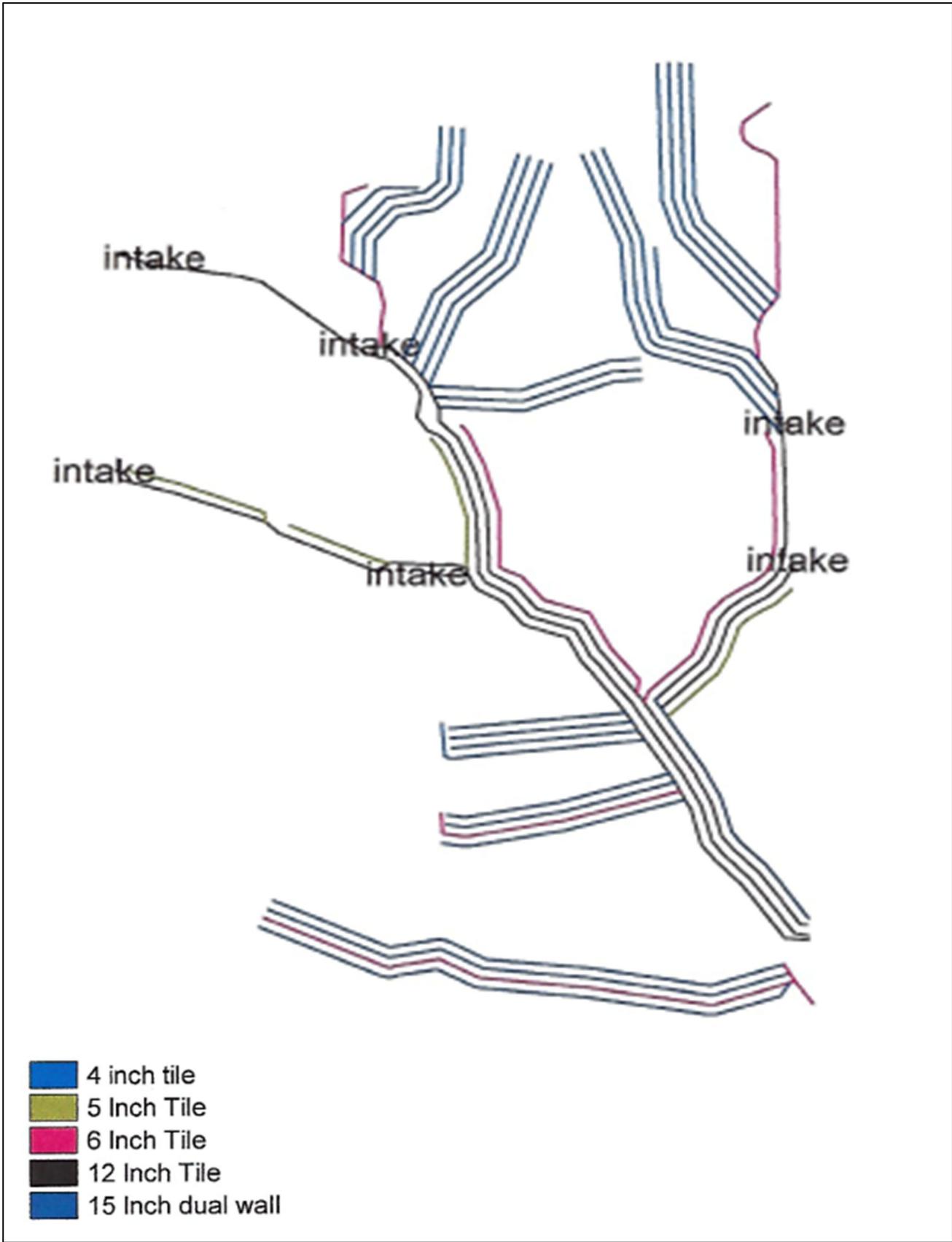


Figure 3: Overall Tiling Plan – No Aerial

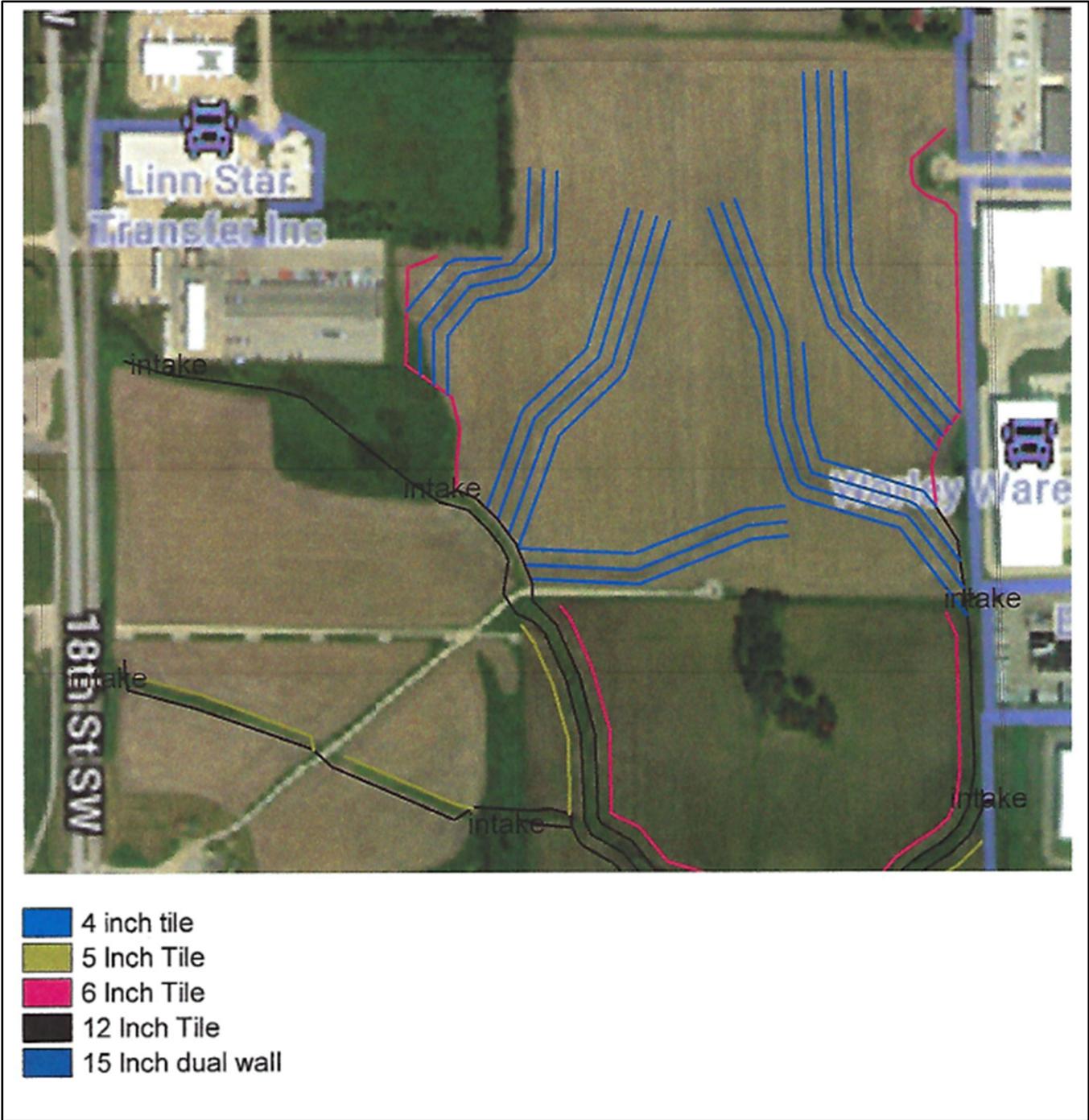


Figure 4: Tiling Plan - North Layout

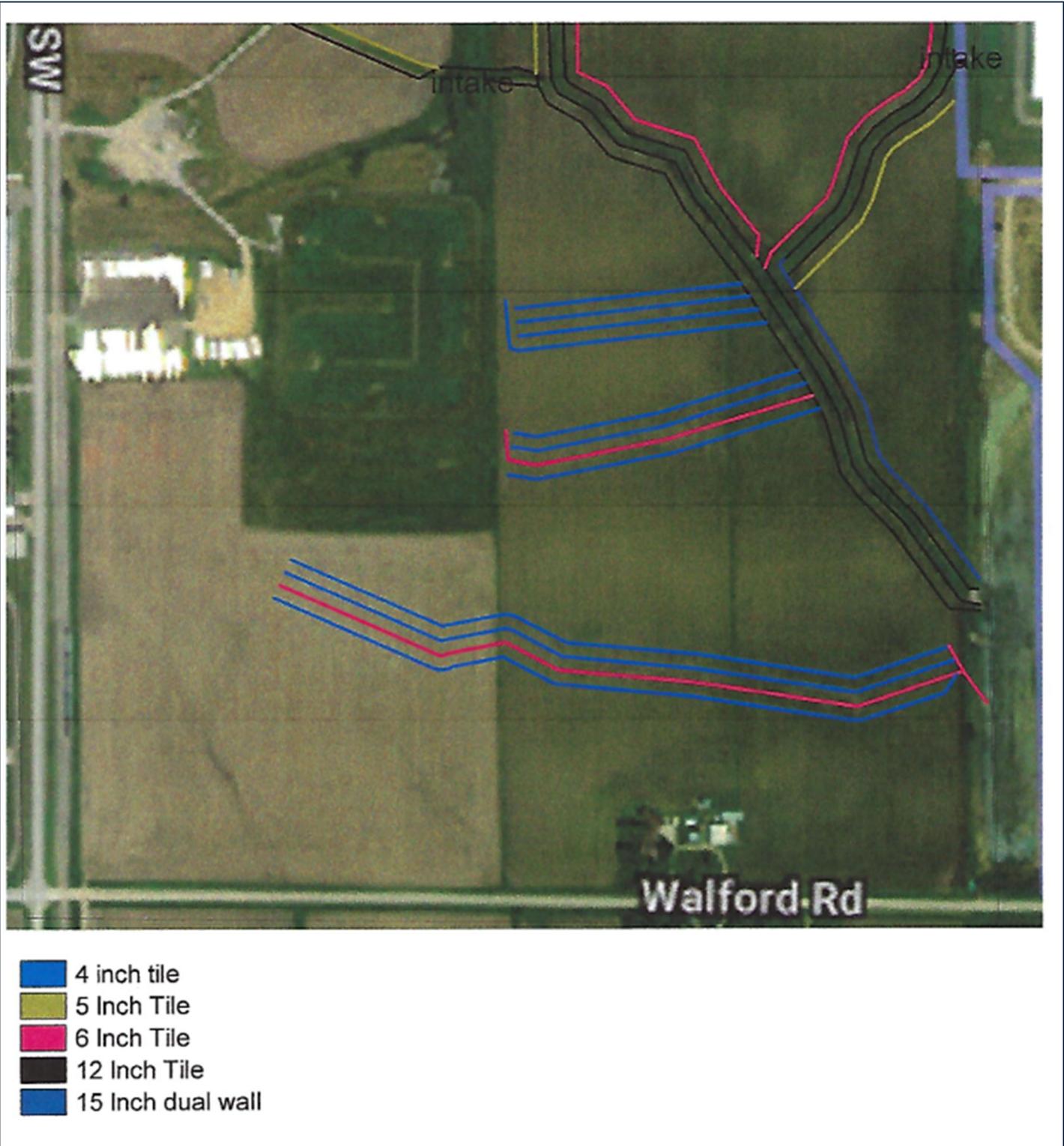


Figure 5: Tiling Plan - South Layout