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## **REQUEST FOR QUOTATIONS THE EASTERN IOWA AIRPORT**

### **East FBO Hangar Epoxy Floor Coating Project**

**Date of Issuance:  
January 30, 2026**

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

## REQUEST FOR QUOTATIONS

### THE EASTERN IOWA AIRPORT FORMER EAST FBO HANGAR – 9430 SHEPARD CT SW EPOXY FLOOR COATING PROJECT

A. Description of Work

Remove existing floor coating and install new epoxy coating on approximately 16,800 square foot hangar floor area within the former East FBO Hangar Facility at 9430 Shepard Ct SW, Cedar Rapids Iowa.

B. Type of Quotation

Quotations shall be on a lump sum basis. A bid bond will not be required.

C. Contract Time Information

Scheduled Item	Scheduled Date
RFQ Release Date ( <a href="http://www.flyCID.com">www.flyCID.com</a> )	January 30, 2026
Pre-Quotation Meeting and Site Visit	February 13, 2026 at 9:00 a.m. (CST) onsite
Deadline for Questions	February 19, 2026 at 2:00 p.m. (CST)
Final Addenda, if any, posted Airport's Website	February 25, 2026
Quote Due Date and Time	February 27, 2026 at 2:00 p.m. (CST)
Tentative Award	March 23, 2026

D. Quotation Opening Time, Date and Location

Sealed quotations will be received at the office of the Airport Director at The Eastern Iowa Airport Administration Building, 2121 Arthur Collins Parkway SW – Suite 10, Cedar Rapids, Iowa before 2:00PM on February 27, 2026. Quotations that are not received before this time will not be opened. The time a quotation is submitted shall be determined by the time stamp machine maintained in the Airport Administration Office.

E. Examination and Procurement of Documents

Copies of the Quotation Documents may be obtained at <https://flycid.com/business/business-opportunities/>.

F. Commission's Right to Reject Quotations

The Cedar Rapids Airport Commission ("Commission") reserves the right to reject any and all quotations, to waive informalities and technicalities, and to enter such contracts as it deems in its best interest. The Owner reserves the right to defer acceptance of any quote for 30 calendar days after the quotations have been received and opened.

G. Interpretations and Addenda

All questions about the meaning or intent of the Documents are to be submitted in writing, either through email, mail or fax by 2:00PM, Thursday, February 19, 2026 to: Daniel B. Brown, The Eastern Iowa Airport, 2121 Arthur Collins Pkwy SW – Suite 10, Cedar Rapids, IA 52404 or by e-mail at [d.brown@flyCID.com](mailto:d.brown@flyCID.com). Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. Debarment and Suspension

By submitting a quotation, the Company certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

I. Title VI Solicitation Notice

The Cedar Rapids Airport Commission, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 49 CFR Part 21, hereby notifies all Companies that it will affirmatively ensure that any contract entered into pursuant to this solicitation will be awarded without discrimination on the grounds of race, color, or national origin. Minority business enterprises are encouraged to submit quotations.

**QUOTATION SUBMITTAL FORM**

**THE EASTERN IOWA AIRPORT  
EAST FBO HANGAR – EPOXY FLOOR COATING**

The undersigned Company has carefully examined the work described herein, has become familiar with the character and extent of the work; has carefully examined the Specifications which are acknowledged to be a part of this Request for Quote, the Quote form, and the form of Contract; and thoroughly understands their stipulations, requirements and provisions.

The undersigned Company has determined the quality and quantity of materials required; determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Company hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Quote, to execute within ten (10) days after notice of award, the required Contract, of which Contract, this Quote, and the Specifications shall be a part.

The undersigned Company further agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction to do all the work, and furnish all the materials of the specified requirements, which are necessary to complete the work in accordance with the Quote and the Specifications.

The undersigned Company declares that this Quotation is made without connection with any other person or persons making Quotations for the same work, and is in all respects fair and without collusion or fraud.

In submitting this quote, the Company has examined copies of all the quote documents and the following Addenda (receipt of which is hereby acknowledged);

DATE OF ADDENDA

ADDENDUM NUMBER

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Base Quote:

Epoxy Flooring:      Provide all labor, materials, and equipment necessary to remove the existing floor coating, prepare the surface and install a new two-part epoxy floor coating indicated in the specifications.

Lump Sum Price: \_\_\_\_\_

\_\_\_\_\_  
Name of Company

By \_\_\_\_\_  
Name and Title of Signing Official

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

**NOTE: THIS FORM MUST BE COMPLETED AND SIGNED AS PART OF QUOTE.**

## GENERAL CONDITIONS

### I. INTENT

- A. These specifications describe the requirements to remove existing floor coating on the hangar floor and install a new epoxy coating pursuant to the specifications as provided herein.
- B. It is the intent of these specifications to stipulate the minimum acceptable requirements of good performance and to establish the Company's responsibility in furnishing all material, parts, engineering, and labor to supply the system being advertised for in complete conformance with the operational requirements outlined. Any item omitted which is clearly necessary for the satisfactory performance of the proposed system shall be considered a part of the Contract, even though not directly specified.
- C. It is the intent of these specifications to establish that the Company will quote only the top of the line, best material(s) available that will offer the most life cycles, cost-effective system obtainable. No prototype or experimental material(s) will be accepted.
- D. The Cedar Rapids Airport Commission hereby reserves the right to approve as an equal or to reject as not being an equal, any article the Company proposes to furnish which contains major or minor variations from specification requirements.
- E. While it is understood that the various components incorporated into the system assembled are under warranty by the specific component manufacturers, it shall be understood that the successful Company will be responsible for assistance in and resolution to any and all warranty related problems. The successful Company is regarded as the prime Contractor for the completed project.
- F. In all cases, it is the Company's responsibility to supply all information requested by these specifications exactly as specified. In cases where information is not provided, is incomplete, or is in a form not as requested, the Cedar Rapids Airport Commission may, at its discretion, rule a Company as not responsive to specifications. The system proposed shall substantially meet or exceed the following minimum specifications.
- G. All work herein specified or called for will be executed in accordance with all governing ordinances, laws and regulations that meet all local conditions. Additionally, any changes and/or additions in the work necessary to meet these ordinances, laws, regulations, and/or conditions will be made without additional cost to the Commission.
- H. It is the intent of the Commission that each prospective Company completely design and submit his own layout plan to satisfy his specific equipment/material(s) requirements in order to obtain and achieve 100% of the following requirements.
- I. All parties interested in quoting on this system must first visit and inspect the existing system prior to submission of the quote.

### II. COMPANY'S QUALIFICATIONS

To demonstrate Company's qualifications to perform the Work, within five days of Commission's request, Company shall submit written evidence of the following:

- A. A list of five (5) projects completed in the past three (3) years that:
  - 1. Are of the similar size and dollar volume magnitude of this project.
  - 2. Demonstrate the Company's capacity to construct projects of this type.
  - 3. References for each of the above projects are required.

The Qualifications/References information requirements may be provided in each Company's format, but must contain the listed information.

### III. SCOPE OF WORK

The scope of work: include removal of existing floor coatings and installing of new white two-part epoxy floor pursuant to below specifications at the former East FBO Hangar at 9430 Shepard Ct SW, Cedar Rapids ("East FBO Hangar"), all drawings are included.

### IV. SPECIFICATIONS

#### A. Site Inspection

Each Company must visit the site of the proposed work and fully acquaint themselves with the conditions there relating to construction and labor, and should fully inform themselves as to the facilities involved, the difficulties and restrictions. **A Pre-Quotation Meeting and Site Visit will be held on Friday, February 13, 2026 at 9:00AM at the at the East FBO Hangar. All Companies must attend the Meeting and Site Visit.** For companies that are unable to attend the pre-quotation meeting and/or site visit, please contact Daniel B. Brown at [d.brown@flyCID.com](mailto:d.brown@flyCID.com) to answer any questions or arrange access to the site. This will be the only opportunity for a site visit. The Company should thoroughly examine and familiarize themselves with technical specifications, and all other Contract documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to their failure to receive or examine any form or legal document or to visit the site and acquaint themselves with the conditions there existing and the Commission will be justified in rejecting any claim thereof.

#### B. Commission's Authorized Representative

The only authority to approve work performed by the Contractor, make field changes that are deemed necessary and approve estimates submitted by the Contractor for payment, is the Commission or its authorized representative(s). The Commission shall notify the Contractor in writing if an authorized representative(s) is designated. If the Commission is not in direct contact with the Contractor, that person who represents the Commission in awarding the Contract is deemed an authorized representative of the Commission. For the scope of these plans and specifications, the term "Commission" refers to the Commission or his authorized representative(s).

#### C. Utilities and Protection

It is understood and agreed that the Contractor shall, upon execution of the Contract, notify the Commission of any utility services or other facilities of the plan of operations; and shall request all necessary information regarding the exact location of existing utilities and facilities; and shall mark or cause to have marked the location of such utilities and/or any hidden facility. The Contractor shall be liable for the damages to and the cost of repairing or replacing any conduit, cables, or piping encountered during the installation of the work.

### V. INDEMNIFICATION

- A. The Contractor shall protect the Commission against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of the work under this Contract. The Contractor shall assume all liability for any injuries or damages occasioned by his agents or employees acting within the scope of his employment on the premises of the Commission.
- B. The Contractor shall protect the Commission against all claims arising from the use of passenger automobiles, motor trucks, and other motor vehicles owned and operated by him and/or his employees in connection with the work herein specified. The Contractor shall submit to the Commission a Certificate of Insurance evidencing public liability coverage of \$1,000,000.00 minimum for bodily injury and property damage coverage on all such vehicles.

C. Workmen's Compensation Insurance:

The Contractor shall accept the provisions of the Workmen's Compensation Act of the State of Iowa and shall procure Workmen's Compensation Insurance covering all employees and keep the same in full force and effect until the work covered by these plans and specifications has been fully completed. The Contractor shall file with the Commission Certificates of Insurance complying with the provisions of this paragraph, prior to the commencement of any work.

D. Preparation of Quote

The Company shall submit their quote on the forms furnished by the Commission. The Company shall state the price (written in ink or typed) in numerals for which he proposes to provide for each pay item furnished in the quote.

E. Irregular Quotes

Quotes shall be considered irregular for the following reasons:

- A. If the quote is on a form other than that furnished by the Commission, or if the Commission's form is altered.
- B. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind, which make the quote incomplete, indefinite, or otherwise ambiguous.

The Commission reserves the right to reject any irregular quote and the right to waive technicalities if such waiver is in the best interest of the Commission.

D. Quote Preparation Costs

Issuance of this Request for Quotes does not commit the Commission in any way, to pay any costs incurred in the preparation and submission of a quote. Nor does the issuance of this document obligate the Commission to enter into Contract for any services or equipment. All costs related to the preparation and submission of a quote shall be paid by the Company.

E. Delivery of Quote

Each quote submitted shall be placed in a sealed envelope plainly marked "**EAST FBO HANGAR FLOOR EPOXY PROJECT**" and include name and business address of the Company on the outside. When sent by mail, the sealed quote, marked as indicated above, should be enclosed in an additional envelope. No quote will be considered unless received at the place specified in the advertisement before the time specified for opening all quotes. Quotes received after the quote opening time shall be returned to the Company unopened.

F. Withdrawal or Revision of Quotes

A Company may withdraw or revise (by withdrawal of one quote and submission of another) a quote provided that the Company's request for withdrawal is received by the Commission in writing or by telegram before the time specified for opening quotes. Revised quotes must be received at the place specified in the advertisement before the time specified for opening all quotes.

If within 24-hours after Quotes are opened any Company files a duly signed written notice with Commission and promptly thereafter demonstrates to the reasonable satisfaction of Commission that there was a material and substantial mistake in the preparation of its Quote, that Company may withdraw its Quote. Thereafter, if the Work is requoted, that Company will be disqualified from further quoting on the Work.

G. Consideration of Quotes

It is the intent of the Commission, if this Contract is awarded, to award this Contract to the lowest responsive and responsible Company considering quality, performance, and the time specified for performance. The Commission shall decide which is the best Company and, in determining such Company, the following elements may be considered: Whether the Company involved: (a) maintains a permanent place of business; (b) has adequate plant equipment to provide the equipment properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the provision of the equipment; and (d) has appropriate technical experience. The quote for the equipment listed herein shall be evaluated separately by the Commission and not in conjunction with any other item proposed.

In addition, until the award of a Contract is made, the Commission reserves the right to reject any or all quotes, waive technicalities, if such waiver is in the best interest of the Commission; or advertise for new quotes. All such actions shall promote the Commission's best interests.

H. Competency of Companies

The Commission may make such investigations as he deems necessary to determine the ability of the Company to provide the equipment, and the Company shall furnish to the Commission all such information and data for this purpose, as the Commission may request. The Commission reserves the right to reject any quote if the evidence submitted by, or investigation of, such Company fails to satisfy the Commission that such Company is properly qualified to carry out the obligations of the Contract and to provide the equipment contemplated therein.

I. Disqualification of Companies

Company shall be considered disqualified for any of the following reasons:

1. Submitting more than one quote from the same partnership, firm, or corporation under the same or different name.
2. Evidence of collusion among Companies. Companies participating in such collusion shall be disqualified as Companies for any future work of the Commission until any such participating Company has been reinstated by the Commission as a qualified Company.

J. Award of Contract

The award of a Contract, if it is to be awarded, shall be set by the Commission. Award of the Contract shall be made by the Commission to the lowest, qualified Company whose quote conforms to the cited requirements of the Commission.

K. Cancellation of Award

The Commission reserves the right to cancel the award without liability to the Company, at any time before a Contract has been fully executed by all parties and is approved by the Commission in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

L. Execution of Contract

The successful Company shall sign (execute) the necessary agreements for entering into the Contract and return such signed Contract to the Commission within ten (10) calendar days from the date mailed or otherwise delivered to the successful Company. If the Contract is mailed, special handling is recommended.

M. Failure to Execute Contract

Failure to execute the Contract as provided herein within ten (10) days from the date of award shall be just cause for cancellation of the award.

N. Approval of Contract

Upon receipt of the Contract that has been executed by the successful Company, the Commission will complete the execution of the Contract, and return the fully executed Contract to the Contractor. Delivery of the fully executed Contract to the Contractor shall constitute the Commission's approval to be bound by the successful Company's quote and the terms of the Contract.

O. Rights Reserved

The Commission reserves the right to reject any or all quotes, to award Contract to other than the low Company, to waive informalities, and to readvertise.

P. Claims

The Commission reserves the right to refuse to issue any vouchers and to direct that no payment shall be made to the Contractor in case the Commission has reason to believe that said Contractor has neglected or failed to pay any subcontractor, materialmen, workmen, or employee for equipment included in these specifications until the Commission is satisfied that such subcontractors, materialmen, workmen, or employees have been fully paid.

Q. Wage and Labor Laws

This project is not federally funded. The Contractor shall comply with all applicable State of Iowa wage and labor laws.

R. Handling of Contractor's Material and Equipment

The Contractor shall provide and pay for all transportation required to deliver and remove from the site all materials and equipment, as required for all the work shown and specified. The Contractor will be present at the Airport to receive equipment and materials for this project.

S. Equipment, Tools and Labor

The Contractor shall furnish all such equipment, tools, and labor necessary to push work in an acceptable manner, to a speedy completion. This Contract is based on the Contractor furnishing equipment, tools, and labor that are suitable to carry out this Contract in a professional manner, unless otherwise herein specified.

T. Commission's Supervision

The Commission assumes no responsibility in the supervision and inspection of the work involved in the execution of this Contract beyond insuring, to the Commission's satisfaction, that the plans and specifications are being properly interpreted. This supervision and checking will not relieve the Contractor of any responsibility for the performance of his work in accordance with the plans and these specifications.

U. Changes in the Work

The Commission shall have the right to require alterations of, additions to, and deductions from, the work described in the specifications without rendering void the Contract. All such items will be covered in the form of a change order issued by the Commission. The Contractor will compute the value of the work and submit the same in quote form, but will not proceed with the changes until signed authorization has been given by the Commission. In each case, the price agreed to be paid for the work under the Contract shall be increased or decreased for the work added or omitted. In the event the value of the work or cost adjustment furnished by the Contractor is unacceptable to the Commission, the Contract shall be performed without reference to said change order.

V. Cleaning the Premises

The Contractor shall at all times keep the premises on which the work is being done, and the adjoining premises, clean of rubbish caused by his work. Upon completion of the job, the Contractor shall clean up all debris caused by his work and leave the job in a neat and clean condition. All debris removed from the job will be taken away from the premises.

W. Protection of Existing and Site Conditions

The Contractor shall take necessary precautions to protect existing site conditions. Should damage be incurred, the Contractor shall repair the damage to its original condition at his own expense.

X. Scaffolding, Barricades and Warning Signs

Maintain all warning signs, scaffolding, barricades, flares, and red lanterns as required by the Safety Orders of the Division of Industrial Safety and any local ordinances.

Y. Payments

1. The Commission will make payments on account of the Contract on or before the 10th day of each month that are equal to 95% of the value, based on Contract prices, of labor completed and materials installed up to the 28th day of the month preceding the payment date.
2. The Contractor shall, in connection with his preparation of this request for payment, submit to the Commission the appropriate affidavits specified under the laws of the State of Iowa for protection against the liens of material and labor.

## FORM OF CONTRACT

EASTERN IOWA AIRPORT, CEDAR RAPIDS, IOWA  
EAST FBO HANGAR FLOOR

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CEDAR RAPIDS AIRPORT COMMISSION, CEDAR RAPIDS, IOWA, (hereinafter called the "**Commission**") and \_\_\_\_\_ (hereinafter called the "**Contractor**"), the Commission and Contractor are each a "**Party**" and collectively the "**Parties**".

WITNESSETH:

That the said Contractor has agreed, and by these presents does agree with the said Commission, for the consideration herein mentioned and under the provision of the Specifications 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 Request for Quotes, the Specifications, together with the foregoing Quote made by the Contractor, and this Contract, shall all form essential parts to this Contract.

### 1. **SCOPE OF WORK**

The work covered by this Contract includes all work described in the Quote and the Specifications and listed in the conditions and specifications, to wit: \_\_\_\_\_.

### 2. **COMPLETION OF WORK**

Work shall be completed no later than \_\_\_\_\_. If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the Commission as liquidated damages and not as a penalty, the amount of Two Hundred and No/100 Dollars (\$200.00) per day as liquidated damages to the Commission.

### 3. **PAYMENT**

The Commission shall pay and the Contractor shall receive the price stipulated in the Quote hereto attached as full compensation for everything furnished and done by the Contractor under this Contract, the full sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) based on the unit and/or lump sum quote prices payable as set forth in the specifications constituting a part of this Contract.

### 4. **TERMINATION FOR CAUSE AND DEFAULT**

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of the Contract, the Commission shall thereupon have the right to terminate the Contract by giving written notice to the Contractor 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 completed Work, reports, and delivered materials shall, at the option of the Commission, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of breach of the Contract by the Contractor and the Commission may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the Commission are determined.

## **5. TERMINATION FOR CONVENIENCE**

The Commission may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the Commission, become its property. If the Contract is terminated by the Commission as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The Commission will not be subject to any termination fees from the Contractor.

## **6. WARRANTY**

The Contractor warrants that all materials and workmanship furnished under this Contract shall be free from defects and shall conform to the Specifications for a period of not less than five (5) years from the date of final acceptance. Warranty obligations shall include repair or replacement of defective work at no cost to the Commission.

## **7. INSURANCE**

The Contractor shall maintain, at its own expense, insurance coverage of the types and limits required by the Specifications, including Workers' Compensation insurance in accordance with Iowa law, Commercial General Liability insurance, and Automobile Liability insurance. The Commission shall be named as an additional insured where required. Certificates of insurance shall be provided prior to commencement of work.

## **8. 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. The Commission's Tax ID number is 42-6004336.

## **9. INDEMNIFICATION**

To the fullest extent permitted by Iowa law, the Contractor shall indemnify, defend, and hold harmless the Cedar Rapids Airport Commission, its members, officers, and employees from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of the work under this Contract, to the extent caused by the negligent acts or omissions of the Contractor or its subcontractors.

## **10. FEDERAL CONTRACT PROVISIONS**

### **A. Civil Rights Non-Discrimination**

The Contractor shall comply with all applicable civil rights requirements, including but not limited to Title VI of the Civil Rights Act of 1964, 49 U.S.C. § 47123, and all nondiscrimination requirements set forth in Exhibit A, which is incorporated herein by reference.

### **B. Disadvantaged Business Enterprises (DBE)**

The Contractor agrees not to discriminate against any Disadvantaged Business Enterprise on the basis of race, color, national origin, or sex in the performance of this Contract and shall take all necessary and reasonable steps to ensure nondiscrimination in subcontracting and procurement activities.

### **C. Debarment and Suspension**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal

transactions by any federal department or agency. The Contractor shall notify the Commission immediately if this certification becomes inaccurate during the term of this Contract.

D. Americans with Disabilities Act

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.

**11. SAFETY AND AIRPORT OPERATIONS**

The Contractor shall conduct all work in a manner that does not interfere with airport operations and shall comply with all airport safety, security, and access requirements.

**12. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including those of the State of Iowa applicable to public construction contracts.

**13. FORCE MAJEURE**

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 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 shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

**14. ASSIGNMENT**

The Commission and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the Commission and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the Commission shall be void.

**15. CONFLICT OF INTEREST**

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Commission that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Chapter 68B shall apply to the Contract. If a conflict of interest is proven to the Commission, the Commission may terminate the Contract, and Contractor shall be liable for any excess costs to the Commission as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Commission.

**16. NON-COLLUSION**

Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

**17. FEDERAL FLOW-DOWN REQUIREMENTS**

The Contractor shall include all applicable federal contract provisions contained in this Contract and its Exhibits in every subcontract and material supply agreement unless exempt by law.

**18. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Iowa. Venue for any action arising out of this Contract shall lie in Linn County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

COMPANY

CEDAR RAPIDS AIRPORT COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A NON-DISCRIMINATION REQUIREMENTS

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

### Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Commission or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the non-discrimination provisions of this contract, the Commission will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Commission or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Commission to enter into any litigation to protect the interests of the Commission. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## TECHNICAL SPECIFICATIONS

### SECTION 1. SURFACE PREPARATION

- F. Contractor shall inspect existing concrete for cracks, spalling, moisture issues, oil contamination, or previous coatings.
- G. Prepare surface in accordance with epoxy manufacturer requirements, including but not limited to:
  - 1. Mechanical grinding or shot blasting to achieve proper surface profile (minimum CSP per manufacturer recommendation).
  - 2. Removal of all previously applied floor coatings, dirt, grease, oils, tire marks, curing compounds, sealers, and loose material.
  - 3. Repair of cracks, joints, and surface defects using compatible epoxy repair materials.
  - 4. Floor shall be clean, dry, and free of contaminants prior to coating application.

### SECTION 2. EPOXY FLOOR COATING SYSTEM

- A. Supply and install a commercial/industrial-grade, two-part epoxy coating system.
- B. Color: White (exact shade to be approved by Commission prior to installation).
- C. System shall be designed for:
  - 1. Aircraft wheel loads and ground support equipment
  - 2. Chemical resistance (fuel, oil, hydraulic fluids, de-icing fluids)
  - 3. Abrasion and impact resistance
- D. Minimum dry film thickness (DFT) shall meet manufacturer and industry standards for aircraft hangars.

### SECTION 3. APPLICATION

- A. Apply epoxy coating strictly in accordance with manufacturer specifications, including:
  - 1. Mixing ratios
  - 2. Application methods (roller, squeegee, or spray as appropriate)
  - 3. Environmental conditions (temperature, humidity, dew point)
- B. Apply primer coat if required by manufacturer.
- C. Apply one or more finish coats to achieve specified coverage, thickness, and uniform appearance.

### SECTION 4. QUALITY CONTROL & PROTECTION

- A. Maintain clean work areas and protect adjacent surfaces, walls, drains, and equipment.
- B. Ensure uniform color, finish, and thickness with no pinholes, bubbles, fisheyes, or roller marks.
- C. Restrict foot and vehicle traffic until coating has cured per manufacturer recommendations.

### SECTION 5. SAFETY & COMPLIANCE

- A. Contractor shall comply with all OSHA, airport, and facility safety requirements.
- B. Use low-VOC materials where possible and provide SDS documentation upon request.
- C. Proper ventilation shall be maintained during application and curing.
- D. Warranty
- E. Provide a minimum one-year warranty covering materials and workmanship (longer warranty preferred and to be identified in quote).

### SECTION 6. SUBMITTALS

- A. Contractor shall provide product data sheets and SDS for all materials

## SPECIAL PROVISIONS

### SECTION 1. INDEMNIFICATION

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such Claim, cost, loss, or damage:
4. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and
  5. is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.
- C. Regarding indemnification, it shall be understood that public employees are agents of the municipal Owner. In carrying out the provisions of the Contract, there shall be no personal liability of public officials and public employees.
- D. In any and all Claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- E. The indemnification obligations of Contractor under paragraph 1.A shall not extend to the liability of Engineer and Engineer's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:
6. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  7. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

### SECTION 2. INSURANCE REQUIREMENTS

#### A. Certificates of Insurance

Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Provision, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) that Contractor is required to purchase and maintain. The name of the Project and Contract shall be listed on the Certificates of Insurance.

1. All certificates of insurance shall be signed with an original penned signature of the agent and include the typed name of the agent and agency, address, and phone number. Signature stamps shall not be used on the certificates. Also, each certificate shall be accompanied by a power of attorney form or some other document showing the Agent's authority to sign the certificate as the authorized representative for the insurance company.

2. On projects in which the Contractor must provide traffic control, the insurance certificate shall specifically state said insurance is applicable to the installation and maintenance of construction traffic control.

B. Contractor's Liability Insurance

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from Claims set forth below that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of
3. Contractor's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
5. Claims for damages insured by reasonably available personal injury liability coverage that are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
6. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

C. The policies of insurance so required by this paragraph to be purchased and maintained shall:

1. with respect to insurance required by paragraphs Contractor's Liability Insurance A.3 through A.6 inclusive, include as additional insured's (subject to any customary exclusion in respect of professional liability) Owner, Engineer, Engineer's and Owner's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insured's, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insured's, and the insurance afforded to these additional insured's shall provide primary coverage for all Claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include products and completed operations insurance;
4. include independent contractors' coverage;
5. include premises and operations insurance;
6. include contractual liability insurance covering Contractor's indemnity obligations;
7. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor will so provide);

8. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work; and
- D. with respect to completed operations insurance, remain in effect for at least two years after final payment (and Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).
- E. The limits of liability for the shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
  1. Workers' Compensation, and related coverages;
    - a. State: \$ Statutory
    - b. Applicable Federal \$ Statutory
    - c. Employer's Liability
 

Bodily Injury by Accident:	
Each Accident	\$ 500,000
Bodily Injury by Disease:	
Each Employee	\$ 500,000
Policy Limit	\$ 500,000
  2. Contractor's General Liability, which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
    - a. General Aggregate \$ 2,000,000
    - b. Products – Completed Operations \$ 2,000,000
    - Aggregate
    - c. Personal and Advertising Injury (Per Person/Organization) \$ 1,000,000
    - d. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000
    - e. Fire Legal Liability Damage Limit (any One Fire) \$ 50,000
    - f. Medical Expense Limit (Any One Person) \$ 5,000
    - g. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages.
    - h. Umbrella Liability \$ See paragraph 7.g
    - i. Excess Umbrella Liability \$ See paragraph 8.a
  3. Policy shall include as a minimum the following coverages:
    - a. Broad Form Property Damage Coverage.
    - b. An elimination of the exclusions with respect to property under the care, custody or control of CONTRACTOR. In lieu of elimination of the exclusion, CONTRACTOR may provide Builder's Risk or Installation Floater coverage for property under the care, custody, or control of CONTRACTOR.
    - c. Contractual Liability Coverage.
    - d. Independent CONTRACTOR Coverage.
  4. Automobile Liability:
    - a. Bodily Injury:
 

Each Person	\$ 1,000,000
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- |    |  |              |
|----|--|--------------|
|    | Each Accident  | \$ 1,000,000 |
| b. | Property Damage:   |              |
|    | Each Accident  | \$ 1,000,000 |
| c. | Combined Single Limit of   | \$ 1,000,000 |
| d. | Policy shall include contractual liability coverage and coverage on all owned, non-owned and hired vehicles. |              |
5. The Contractual Liability coverage required shall provide coverage for not less than the following amounts:
- |    |                  |              |
|----|------------------|--------------|
| a. | Bodily Injury:   |              |
|    | Each Accident    | \$ 1,000,000 |
|    | Annual Aggregate | \$ 2,000,000 |
| b. | Property Damage: |              |
|    | Each Accident    | \$ 1,000,000 |
|    | Annual Aggregate | \$ 2,000,000 |
6. Additional insurances required:
- Umbrella – see Section 8.a.
  - Rider covering traffic control operations.
  - Any providers of signs, barricades, lights, or other traffic control devices must show evidence of insurance.
7. Additional insured's coverage:
- Insurance certificates shall specifically indicate by name the additional insureds which are to include OWNER and ENGINEER as well as other persons or entities so identified:
    - "The Cedar Rapids Airport Commission, and the City of Cedar Rapids, Iowa, it's officers and employees shall be named as additional insureds" on the CONTRACTOR's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.
    - Policy shall also include ENGINEER's and OWNER's Consultants as additional insureds under the provisions of Contractor's Liability Insurance A.3 through A.6 of the Supplemental Provisions. ENGINEER to provide a list of their Consultants.
    - No Others
  - Additional Insured Endorsement – CONTRACTOR shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds the Cedar Rapids Airport Commission, the City of Cedar Rapids, their officers and employees and ENGINEER and their employees, as well as other persons or entities so identified.
  - General Aggregate Limits specified above shall apply separately to this Project by attachment of **Additional Insured Endorsement, Governmental Immunities Endorsement, and Cancellation and Material Changes Endorsement**, text as given below.

**CITY OF CEDAR RAPIDS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The Cedar Rapids Airport Commission, its officers and employees, and the City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether available coverage be primary, contributing or excess.

**CITY OF CEDAR RAPIDS, IOWA  
GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(for use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the Cedar Rapids Airport Commission and City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the Cedar Rapids Airport Commission and/or the City of Cedar Rapids, Iowa 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 may be amended from time to time.
3. Assertion of Government Immunity. The Cedar Rapids Airport Commission and/or the City of Cedar Rapids, Iowa 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 Cedar Rapids Airport Commission and/or the City of Cedar Rapids, Iowa.
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 Cedar Rapids Airport Commission and/or City of Cedar Rapids, Iowa 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 Cedar Rapids Airport Commission and/or City of Cedar Rapids, Iowa.
5. No Other Change in Policy. The insurance carrier and the Cedar Rapids Airport Commission and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CITY OF CEDAR RAPIDS, IOWA  
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to Cedar Rapids Airport Commission, attention: Director of Finance and Administration, the Eastern Iowa Airport, 2515 Arthur Collins Parkway SW, Cedar Rapids, IA 52404. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

- a. CONTRACTOR shall, prior to the start of any Work on the Project by any Subcontractor, confirm and verify that CONTRACTOR has received a certificate of insurance from each Subcontractor specifically:
    - i. naming OWNER and ENGINEER as well as other persons and entities so identified as an additional insured, under each subcontractors' policy of insurance and;
    - ii. that each subcontractors' policy of insurance naming OWNER and ENGINEER as well as other persons and entities so identified as additional insured specifically includes the additional Insured Endorsement language as required by paragraph b.
  - b. CONTRACTOR shall, prior to the start of any Work on the Project by CONTRACTOR or by any Subcontractor, submit to OWNER:
    - i. a certificate of insurance for CONTRACTOR in compliance with the above paragraph b.
    - ii. a certificate of insurance for each Subcontractor in compliance with paragraph c.i and c.ii.
  - c. That failure of CONTRACTOR or Subcontractor to comply with the above requirements with respect to the Additional Insured Endorsement and/or Certificate of Insurance, shall not be construed as waiver of those provisions by OWNER and ENGINEER as well as other persons and entities so identified.
  - d. As an alternative to complying with items b through e above, CONTRACTOR may furnish to OWNER a Owners' and Contractors' Protective (OCP) policy, with ENGINEER and its employees as named additional insured. OCP policy shall provide for bodily injury and property damage coverage equal to the sum of: the general aggregate limit for commercial general liability plus the amount specified for the umbrella coverage.
  - g. The stated limits of paragraphs C.1 through C.7 of the Contractor Liability Insurance of the Supplementary Provisions can be obtained through individual policies or if CONTRACTOR desires to reduce underlying limits to minimums required by its insurance carrier, an umbrella policy must accordingly be provided to maintain overall total level of coverage. Any Umbrella insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.
1. Umbrella:
- a. An excess umbrella policy (pay on behalf form) with limits of **\$2,000,000** for Employer's liability, CONTRACTOR's General Liability, (bodily injury, personal injury and property damage), Automobile Liability, Contractual Liability and Railroad Protective Insurance on a combined basis shall be provided with the stated underlying limits of paragraphs C.1 through C.7. Any Excess insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.
  - b. Policy shall include OWNER, ENGINEER and any others required as additional insureds.

2. The types of insurance and the limits of liability indicated are the minimum required. Neither OWNER nor ENGINEER warrant the adequacy of the types of insurance or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. All Insurance shall be provided on an occurrence form basis. Insurance certificate(s) must clearly disclose on its face that coverage is on an occurrence basis and that it cannot be cancelled or materially altered without giving the OWNER written notice thirty days prior to cancellation or alteration.

**Property Insurance**

**A.** Unless otherwise provided in the Supplementary Provisions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's and Owner's Consultants, and any other individuals or entities identified in Supplementary Provisions, and the officers, directors, partner, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
2. be written on a builder's risk policy form to include insurance for physical loss or damage to the work, temporary buildings, false work, and materials, and equipment in transit, and insure against at least the following perils or causes of loss: fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, weight of snow or ice, building collapse, glass breakage, debris removal, demolition occasioned by enforcement of Laws and Regulations, theft by forcible entry with visible damage to gain entry, and such other perils or causes of loss as may be specifically required by the Supplementary Provisions;
3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, from the time Contractor takes possession of them until they are tested and installed by Contractor and the Project is accepted as complete under an endorsement to this policy or in the form of Installation Floater Insurance of the all risk type;
5. allow for Partial Utilization of the Work by Owner;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

**B.** The Contractor shall be held responsible for the care of the materials and the Work.

**C.** All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with the Supplementary Provisions will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued.

**D.** Owner shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph Property Insurance to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts

that are identified in the Supplementary Provisions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

**E.** The Contractor may self-insure builders risk coverage on infrastructure projects, but must purchase builders risk insurance on buildings being built or modified as part of this project. This insurance must be listed on the Contractor's certificate of insurance provided to the OWNER.

**F.** The CONTRACTOR will make no charge for delays due to damage to the Work whether covered by insurance or not. The Contractor may, however, be allowed a reasonable extension of time on account such delay.

### **SECTION 3. PAYMENT**

- A. The Owner's measurements of quantities shall be the basis for payment for the work performed under this contract. Should reasonable doubt arise as to the integrity of any part of the completed work, the payment on that portion of the work will be held until the cause for such doubt has been removed. Payment shall be made in the manner set forth in the Official Publications relating thereto, or in the specifications.
- B. The Cedar Rapids Airport Commission requires all prime contractors to pay all subcontractors for satisfactory performance of their contracts no later than seven days from the date the prime contractor received payment or should have received payment when the reason for non-payment is not subcontractor's fault.
- C. The Cedar Rapids Airport Commission also requires the prompt return of all retainage held on all bonded subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Non-bonded subcontractors may be required to submit proof of payment for all material bills and wages to the prime contractor before the prime contractor is required to pay the retainage. Prime contractors found to be in noncompliance with the prompt payment clause will be subject to sanctions enforced by the Commission. The sanctions include issuing two party checks for the payment of the Prime Contractor's Application for payment. The two party check will be made payable to the prime contractor and its subcontractor. The Commission may notify and request corrective action from the prime contractor's surety company, issuer of the prime contractor's payment bond. Also, the Commission may withhold funds due the contractor pursuant to provisions of Chapter 573, Code of Iowa.

### **SECTION 4. CLAIMS AGAINST CONTRACTOR**

- A. All just claims for labor, materials and equipment arising in connection with this work against the Contractor shall be paid by the Contractor. Before any payments or partial payments are made to the Contractor by the Owner, satisfactory evidence shall be filed with the Owner that the cost of all materials, labor, service or claims incurred by the Contractor in connection with work under this contract have been satisfactorily met. The first partial payment may be made prior to the submission of lien waivers. However, all subsequent partial pay requests shall require a lien waiver from the general contractor. For example, the 2<sup>nd</sup> partial pay request will not be paid until the lien waiver for work included and paid for under the first request is submitted.
- B. Also, each request for partial payment shall include (3) originals of the approved pay request forms. A copy of the DBE Progress Statement, to track payments to DBE subcontractors, shall also be submitted with all partial pay requests after the initial request.
- C. Final payment will not be released until lien waivers and sales and use tax statements are submitted for all work. This will include waivers and statements from the general contractor, subcontractors, and suppliers with value more than \$10,000.

## **SECTION 5. PARTIAL PAYMENT & PAYMENT FOR MATERIALS ON HAND**

- A. No partial payments will be made prior to a Notice to Proceed. All partial payments following the initial one shall be required to meet the requirements regarding lien waivers.
  - 1. Materials paid for under this section must be incorporated into the project within 60 calendar days, unless prior written permission from the Owner has been granted.
  - 2. Materials must be "finished product" in nature.
  - 3. No payment will be made prior to a "Notice to Proceed" issued by the Owner.
  - 4. The material has been stored or stockpiled in a manner acceptable to the Owner at or on an approved site.
  - 5. The Contractor has furnished the Owner with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
  - 6. The Contractor has furnished the Owner with satisfactory evidence that the material and transportation costs have been paid.
  - 7. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
  - 8. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.
- B. Disposal of Waste Material

Any waste material generated shall be the responsibility of the Contractor for proper disposal. No waste disposal sites are located on the airport.

## **SECTION 6. OSHA REQUIREMENTS**

All work covered under a public improvements contract with the Cedar Rapids Airport Commission, shall be done in accordance with the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) as amended and enforced by the State Labor Department of Iowa. Enforcement and responsibility for fulfilling this provision of the specifications shall rest solely with the Contractor or his foremen and shall in no way rest with the City.

## **SECTION 7. AFFIRMATIVE ACTION PROGRAM COMPLIANCE**

- A. The successful bidder shall complete and submit the following items prior to contract award:
  - 1. Non-Discrimination Clause
  - 2. Non-Collusion Affidavit
- B. If the CONTRACTOR does not have a current approved Equal Employment Opportunity Certificate on file with the City of Cedar Rapids (Certificate valid for one year), the CONTRACTOR to whom the Contract is awarded shall submit a written Affirmative Action Program to the City of Cedar Rapids. This Affirmative Action plan shall be submitted a minimum of one month in advance of the CONTRACTOR's first Application for Payment submittal.
- C. The CONTRACTOR shall not submit the first Application for Payment until receiving approval from the Equal Employment Opportunity Officer. Delays in submitting an acceptable Affirmative Action Program will not be considered as reasons for extension of the Contract completion date. The model for an Affirmative Action Program is available at the Equal Employment Opportunity Officer's office.

## SECTION 8. SECURITY

- A. This project will take place in SIDA. A minimum of four workers shall obtain an Airport Photo-Identification badge. The contractors may drive their marked vehicles in the non-movement area.
- B. Description of Requirements

This Section describes provisions of the Airport's security measures that are applicable to Contractor's operations.

1. Providing adequate security of the project site, equipment, and materials is the Contractor's sole responsibility. Except as otherwise indicated, the use of alternative security methods of facilities, equivalent to those specified, is the Contractor's option, subject to the Owner's acceptance.
2. Comply with governing regulations for the operations of security, including the rules and recommendations of fire departments, police, rescue squads, watchman services and similar local organizations and companies, and the Owner.
3. Provide security at the times first needed at the site; and maintain, expand and modify the facilities as needed throughout the construction period.
4. Use security services in a safe, lawful, and publicly acceptable manner, which will not interfere unduly with performance of the work, the operation of the Airport nor result in other deleterious effects.
5. Changes can be mandated at any time by the Transportation Security Administration, the Eastern Iowa Airport, or other governing bodies. The Contractor will be required to comply with all such changes. The Contractor will be given notice of the effective date of a change.

### C. Security at the Eastern Iowa Airport (The EIA)

1. General Philosophy: The EIA conducts its security operations in a serious manner and incorporates its mandated security directives to the letter. The management of the Airport fully expects all Tenants and Contractors to help enforce security regulations. The EIA strictly enforces the requirements on issuance and use of Airport identification/access media. Companies and individuals found to be in non-compliance with rules and regulations outlined in this manual may face revocation of access privileges and/or prosecution.
2. Role of the U.S. Government in Airport Security: The Transportation Security Administration (TSA) through several Transportation Security Regulations (TSR) has the regulatory power to assess fines for breaches of airport security. Accordingly, if the Contractor is found culpable for security breaches, fines assessed to the Airport will be collected from the Contractor.

### D. Secured Areas at the Eastern Iowa Airport

1. Security Identification Display Area (SIDA) / Secured Area: At the EIA, the SIDA is the same as the Secured Area. It is the restricted area where the airlines enplane and deplane passengers and sort and load baggage. The SIDA also includes cargo areas where the cargo companies sort and load cargo. SIDA also includes adjacent areas to airline and cargo operations. The east SIDA area includes the apron around the Terminal, the Air Cargo Building apron including Gate 5 and the west cargo apron adjacent to Signature Aviation Fixed Base Operator. The west SIDA area is located at the west cargo apron and includes the ramp area to the movement/non-movement on A2. In these areas, authorized personnel must continuously display an airport identification medium unless under airport escort on his/her outermost garment.
2. Air Operations Area (AOA): Area designed and constructed for the landing, take-off, and surface maneuvering of aircraft. The AOA has been divided into areas and numbered. A tall chain-link fence surrounds the AOA. In these areas, authorized personnel must continuously display an airport identification medium on his/her outermost garment, unless under escort.

#### E. Contractor Responsibilities

1. A person or a company acting as a general contractor is directly responsible to the Airport for authorizing his/her employees and the employees of the sub-contractors into the SIDA or AOA. The general contractor shall also account for photo-ID badges and controlled keys that are issued to his/her employees and the subs' employees. The Contractor shall collect all Airport photo-ID badges from his/her employees at the conclusion of the project and return them to the Airport Public Safety Department. The General Contractor shall ensure that all photo-ID badges issued to his sub-contractors are returned to the Airport Public Safety Department. This policy also applies to Airport-owned keys. If the badge and/or key is not returned, the contractor will be invoiced for its cost at 200 dollars for a badge and 70 dollars for a key. If the invoice is not paid within 10 days after receipt by contractor, said amount may be withheld by the owner from the contractor's final payment.
2. Each contractor employee is responsible for challenging unidentified or suspicious persons or vehicles that are not displaying the appropriate permit or identification medium in his area, and promptly reporting such incidents to the Public Safety Department, telephone 319-731-5722. At the time of report, please give as much information concerning the individual or incident as possible.
3. Each contractor employee must immediately notify the Airport Public Safety Department when security-related facilities and equipment within the contractor's area are malfunctioning or not longer adequate to perform the control function.
4. No contractor employee may tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure implemented at the EIA.
5. No contractor employee may enter, or be present within, a secured area, SIDA, AOA, or Sterile Area without complying with the systems, measures, or procedures being applied to control access to, or presence, or movement in, such areas.
6. no contractor employee may use, or allow to be used airport-issued access medium or identification medium that authorizes the access, presence, or movement of persons or vehicles in SIDA's, or AOA's in any other manner than that for which it was issued by the authority based in several Transportation Security Regulations (TSR) or the Airport Security Program (ASP).
7. Enforcement of Airport security will be through the Federal, State, City, and Airport codes. Prosecution can be a fine and/or imprisonment, lease violation, or impoundment of a vehicle.
8. The contractor and all sub-contractors entering or working in secure areas must have an Airport Photo-Identification Badge. Escorting of workers will be limited to 14 days onsite by the non-badged worker.

#### F. Obtaining an Airport Photo-Identification Badge

1. The prime contractor shall submit a list of authorized people who are designated to receive an Airport Badge to the Director of Operations prior to starting the badge process. The list must include the following: sub-contractor company name, last name, first name, escort privileges (if needed). No one will start the badging process until the list has been submitted. All badges will be issued under the prime contractor.
2. Projects in the SIDA or Sterile Area: Each contractor employee designated to receive an Airport Photo-Identification Badge to allow unescorted access must accomplish a criminal history check by submitting to fingerprinting by the Airport Public Safety Department, accomplish an application form supplied by the Airport Public Safety Department, complete a one-hour to one-and-a-half hour online training session, and stand for the photo. The online training will be delivered through an individual email per individual with a certificate that will be presented to Airport Public Safety upon completion and at the time of standing for the photo. The criminal history check determines if the individual has a criminal record, and it consists of a form that can be obtained from the Airport Public Safety Department.

Persons convicted of felonies or other disqualifying crimes are not eligible for a badge. If the person does not have a criminal record, then he/she must submit to fingerprinting. At this time, the identity of the person must be verified by presenting two forms of identification, one of which must be a government form showing the person's photo. Persons must also submit to a Security Threat Assessment. Persons should report to the Airport Public Safety Building for fingerprinting at least two weeks before the badge is needed in order to receive the verification in a timely manner. If the person has been denied unescorted access based on the fingerprinted criminal history check, he/she will be notified and he/she cannot work onsite, even under escort. If the person has been granted access, he/she will contact the Airport Public Safety Department for a training session appointment. The training and the badge making equipment are located at the Airport Public Safety Facility. For additional information or to request forms, please contact the Airport Public Safety Department, 319-731-5722.

3. Projects in the Non-Security Identification Display Area (Non-SIDA): This Area generally includes the remainder of the A.O.A. not in the SIDA. Each contractor employee designated to receive an Airport Photo-Identification Badge must accomplish an application form supplied by the Airport Public Safety Department, submit to a Security Threat Assessment, complete a one-hour to one-and-a-half hour online training session, and stand for the photo. The online training will be delivered through an individual email per individual with a certificate that will be presented to Airport Public Safety upon completion and at the time of standing for the photo. The badge making equipment is located at the Airport Public Safety Facility. For additional information or to request forms, please contact the Airport Public Safety Department, 319-731-5722.
4. Contractors may receive "Escort" privileges through prior written request of the Airport Security Coordinator. If escorting privileges are given, a superintendent or foreman with a badge may escort an employee or group of employees for the duration of the project in non-secured areas, however escorting of employees will be limited to 14 days onsite by the non-badged employee. An employee with escort privileges with a badge shall be present at all times during working hours.
5. Costs
  - d. The Contractor shall pay a non-refundable fee of \$85.00 to the EIA for fingerprinting, criminal history check, training, and badge printing for each employee who does not have a photo-ID badge at the EIA and will have unescorted access to the SIDA and the Airport Operations Area (AOA).
  - e. The contractor shall pay a non-refundable fee of \$10.00 to the EIA for fingerprinting, criminal history check, training, and badge printing for each employee who has previously had a photo-ID badge at the EIA and will have unescorted access to the SIDA. The Airport Public Safety Department maintains a file of individuals possessing identification badges.
  - f. The Contractor shall pay a fee of \$200.00 to the EIA for every photo-ID badge NOT returned to the Airport Public Safety Department after the completion of a project.
  - g. The Contractor shall pay a fee of \$70.00 each door or gate key NOT returned and a fee of \$25.00 for every core that needs to be changed.
  - h. In addition to the above fees, the general contractor and each subcontractor will be required to provide a \$85.00 deposit to the EIA for each issued photo-ID badge and key to a maximum of \$1,000 per organization. This deposit is fully refundable upon the return of all issued photo-ID badges and keys at the end of the project.

#### G. Security Requirements for SIDA and AOA

1. Personnel Access: The control of access and easy identification of authorized personnel in these areas is the primary tool of civil aviation security in preventing acts of unlawful interference against the airport/air carrier community. To this end, the Eastern Iowa Airport has defined two (2) types of lawful access for entry into restricted areas of the Airport:

a. Escorted Access

- i. Any individual requiring access to a restricted non-public area of the Airport, who does not have in his possession at the time of access a recognized form of Airport Identification, must be under the general observation and control of an employee who has in his possession a valid Eastern Iowa Airport photo identification badge with escort privileges. A current badged personnel who does not have their badge at the time of access **CAN NOT** be escorted.
- ii. The individual requiring escort must be escorted on, off and remain under the control of the properly badged employee with appropriate escort endorsement the entire time they are in the restricted area.
- iii. Escort shall mean to accompany or monitor the activities of an individual who does not have unescorted access authority into or within a secured area or SIDA. The individual under escort must be visually and audibly monitored without any physical barriers.

b. Unescorted Access

- i. Persons possessing a valid form of the Eastern Iowa Airport identification has unlimited and unescorted access to the work area in the restricted area(s) designated by the type of badge.
- ii. This type of access is granted for permanent Airport employees and contract service employees who need to be in restricted areas for long or re-occurring periods.

2. Personnel Identification/Access Media: Rules and Regulations

- a. All Airport-issued identification/access media is the property of the Eastern Iowa Airport.
- b. No person may be issued any identification media that provides unescorted access to any SIDA unless the person has successfully completed training in accordance with a TSA approved curriculum, completed a criminal history background check, and an assessment from the TSA. This training for all holders of owner issued/approved identification badges is mandatory and will take approximately one hour and a half to complete.
- c. Badges will be issued to personnel whose duties require their presence in a restricted area of the Airport. Airport-issued identification badges will be displayed on outermost garment above the waist. Persons observed in the SIDA or AOA without proper credentials will immediately be arrested and charged with criminal trespass as specified under Iowa statute.
- d. The Contractor shall report immediately to the Airport Public Safety Department information relating to any employee whose Airport issued identification badge is lost, stolen or misplaced or who is terminated. This policy ensures the lost or stolen ID is not used by unauthorized persons to gain access to a secured area.
- e. The Contractor shall make every attempt to collect the Airport photo-ID badge from employees no longer employed by that company. If the badge cannot be collected, the Contractor shall report this information to the Airport Public Safety Department immediately, and shall be subject to fines. The contractor will be responsible for the entire badge population.
- f. All badges will be collected by the end of the project and be held at the Public Safety building for purposes of warranty work.

H. Contractor Vehicles Operating in the SIDA or AOA

1. Contractors requiring access to non-movement areas of the AOA, shall complete a drivers training course for non-movement drivers.

2. Contractors requiring access to the movement area of the AOA, shall at a minimum complete the following:
  - a. Movement area driver's training course
  - b. Pass written exam
  - c. Pass practical exam
3. Contractor vehicles with access to the movement area shall have the following items provided by the contractor:
  - a. Company vehicle with logos of sufficient size to be recognizable from Control Tower.
  - b. A radio capable of providing two way contact with the Control Tower.
  - c. A yellow/amber rotating beacon operational at all times on the airfield.
4. Contractor Vehicles shall be escorted if the vehicle does not have the following:
  - a. A driver trained and authorized to drive the vehicle in the SIDA or AOA.
  - b. A driver with proper Airport Identification media.
  - c. Vehicles with company logo. Each contractor general-purpose vehicle must display a company logo on both sides of sufficient size to be recognizable to personnel in the Control Tower. Signs must be a minimum of 200 square inches and be approved by the Airport. Specialized construction equipment do not require signs.
5. The escort vehicle and driver must comply with the above requirements and regulations pertaining to escorted and unescorted access onto the AOA according to the Airport Security Program, the Airport Certification Manual and TSR Part 1542.207. The Airport Public Safety Department conducts driver training.
6. The Contractor is responsible for escorting subs and suppliers to the project site.
7. The Control Tower has overall control of ground vehicular traffic on lettered taxiways and runways. Vehicles must have two-way VHF radio communications, an operational requirement to drive on lettered taxiways and runways, and the vehicle driver must have movement area training. The vehicle driver wanting to enter a lettered taxiway or runway shall announce his/her intentions on the ground frequency, 121.6 MHz. Once entering a lettered taxiway or runway, the vehicle driver shall switch to frequency 118.7. Between 11:30 PM and 5:00 AM, the frequency shall be 118.7. Vehicles with two-way communication shall escort vehicles without two-way communication. Pedestrian traffic is likewise restricted. The Contractor will provide the VHF radios.

#### I. Contractor's Security

1. If applicable, the project plans will show the entry point(s), barricades, Contractor's staging area, employee's private vehicle parking area, and work area. The Contractor shall provide security for these areas. The Contractor is to provide to the Airport, for review and approval, all security measures, barricades, and other means to be taken to secure scheduled openings between the secure and non-secure areas, prior to creating the opening.
2. The Contractor shall provide a guard with unescorted access to control the access into the SIDA or AOA, if applicable. The guard shall have a contractor-provided cell phone to enable quick communication with the Airport Public Safety Department.
3. If the Contractor fails to provide adequate security or barriers at the breach or other openings between the secure and non-secure areas, the Airport will mandate a guard to be provided with the cost charged against the Contractor or project may be shut down at the discretion of the Airport Commission. The guard will remain until adequate security or barriers are provided or installed. The contractor is to notify the Owner immediately if a breach in security accidentally occurs.

4. The Airport provides security oversight and patrols of the Airport, but the Contractor should not rely on the patrols to provide full-time security. Security is the responsibility of the Contractor until such a time adequate security procedures are provided.

#### **SECTION 9. CEDAR RAPIDS ELECTRICAL CODE**

All electrical work performed under this project, if any, shall be in conformance with Chapter 34 of the Municipal Code of the City of Cedar Rapids. Items include qualifications, licensure, employee ratios, and construction requirements.