



FREE SOIL PROJECT
1954 County Home Road Marion, Iowa

The Cedar Rapids Linn County Solid Waste Agency (Agency) currently has a surplus of soil available free of charge to contractors in dump truck quantities or greater. Agency will schedule and load commercial truck quantities only after all required documents are signed and returned. Trucks will be loaded with an excavator no smaller vehicles or trailers can be accommodated.

IMPORTANT: Complete attached documents, sign and return prior to contacting Operations Manager to schedule loading.

PRIOR TO THE PROJECT START DATE HAULER MUST COMPLETE, SIGN AND RETURN:

- Agency Safety Brief.
- Release and Waiver of Liability and Assumption of Risk Acknowledgment.
- Include a contact name and cell phone number.
- Documents may dropped off at the main office or emailed directly to Operations Manager, Brooke Butler: bbutler@solidwasteagency.org.

AFTER COMPLETION OF PRE-APPROVAL DOCUMENTS: The hauler will be contacted by the Operations Manager, Brooke Butler to schedule loading days and times.

- Loading is subject to landfill conditions and weather.
- The hauler must stop at the inbound scale window for the first load each day.
- The hauler must be loaded on site between the hours of 9:00 am -3:00 pm (M–F only).
- The Agency will only load dump-truck size vehicles or larger.

AFTER THE PROJECT FINISH DATE: The hauler must notify the Operations Manager:

- The date the project was completed.
- The approximate quantity of soil removed based on hauling capacity of trucks and number of loads hauled.

QUESTIONS: Operations Manager, Brooke Butler (319)377-5290 x103 or cell (319)325-4120

**CEDAR RAPIDS LINN COUNTY SOLID WASTE AGENCY
FREE SOIL PROJECT SAFETY BRIEF**

THERE IS ABSOLUTELY NO SMOKING ON AGENCY PROPERTY: We operate a methane collection system. Methane is extremely flammable. Any hauler caught smoking on-site will be asked to leave immediately.

PERSONAL PROTECTIVE EQUIPMENT (PPE): We require all haulers to wear hi-vis gear when working on-site. We recommend the use of the following PPE when working on-site:

- Steel toed boots
- Safety glasses
- Gloves

WE HAVE A POSTED SPEED LIMIT OF 15 MPH THROUGHOUT THE SITE: Haulers failing to adhere to the speed limit may be barred from the site.

HEADPHONES AND EARBUDS ARE PROHIBITED: Use is not allow while working on Agency property so that you will be able to hear instructions, oncoming vehicles, equipment, horns or warnings.

FOLLOW ESTABLISHED TRAFFIC PATTERNS: DO NOT enter the site, against traffic, in the outbound scale lane. Stay to the right of the scale.

SAFETY AROUND VEHICLES: Please exercise situational awareness when on-site, particularly around all vehicles and equipment – look both ways before crossing roadways or drive-through areas and seek to make eye contact with vehicle drivers and equipment operators when in their vicinity. The site access roads can be very busy – cross with caution! Never walk behind, crawl, walk under or stand behind vehicles or machines. Use extreme caution when backing up.

CELL PHONE COMMUNICATION: We ask that haulers DO NOT use cell phones while driving on-site.

SPIILLS AND RELEASES: In the event of a spill of chemical or fuel on Agency property haulers are required to notify the Agency Operations Manager immediately.

Company Name

Date

Signature

Print Name

Contact Name & Cell Phone #

**CEDAR RAPIDS LINN COUNTY SOLID WASTE AGENCY
RELEASE AND WAIVER OF LIABILITY,
AND ASSUMPTION OF RISK ACKNOWLEDGEMENT**

IN CONSIDERATION of the receipt of and the loading of compost, wood chips, and dirt (hereinafter "material"), the undersigned hereby agrees:

1. The loading of the material onto my personal vehicle with equipment may be dangerous and involves the risk of serious injury and/or death and/or property damage. I accept and understand this risk. I understand that I am not required to accept the material and do so voluntarily.

2. To release, waive, discharge, and covenant not to sue the Cedar Rapids Linn County Solid Waste Agency, its officers, employees or agents ("Released Parties") for any and all loss or damage, and any claim or demands therefor on account of any injury to persons or property or death arising out of or related to my acceptance or use of the material whether caused by the negligence of the Released Parties or otherwise.

3. To assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to my acceptance or use of the material whether caused by the negligence of Released Parties or otherwise, including the costs of any medical attention provided to me.

4. To indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost, including attorneys' fees, they may incur arising out of or related to my acceptance and use of the material, whether caused by the negligence of the Released Parties or otherwise.

5. That this Release and Waiver of Liability, Assumption of Risk Acknowledgement extends to all acts of negligence by the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa and that if any portion there is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK ACKNOWLEDGEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Company Name

Date

Signature

Print Name
