



Site 1 Tree Removal Project

2250 A Street SW, Cedar Rapids, IA

*Issued:
May 17, 2022*

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0100
NOTICE TO BIDDERS
SITE 1 TREE REMOVAL PROJECT

Sealed bids for the work comprising each improvement as stated below must be filed before **2:00 P.M.** according to the clock at the office of the Cedar Rapids Linn County Solid Waste Agency on **Tuesday July 12th** in the **Administration Building, 1954 County Home Road, Marion, Iowa 52302**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be publicly opened immediately thereafter in the **Administration Building, 1954 County Home Road, Marion, Iowa** for consideration by the Cedar Rapids Linn County Solid Waste Agency Board of Directors at its meeting on **Tuesday July 19th at 1:30 P.M.**

This project includes removing damaged trees from the Cedar Rapids Linn County Solid Waste Agency Site No. 1 Closed Landfill and hauling to an on-site disposal location as shown on Figure 1. All work shall be completed in accordance with the contract documents prepared by Foth Infrastructure and Environment, LLC.

Contractor shall fully complete the project in accordance with the schedule below. Should the contractor fail to complete the improvements in this timeframe, liquidated damages of **\$500.00** per calendar day will be assessed for work not completed within the designated contract term.

Specified Start Date: October 15, 2022

Final Completion Date: December 30, 2022

A copy of the contract documents is available for review by any interested person at Administration Building, 1954 County Home Road, Marion, Iowa 52302. Copies of the contract documents are available beginning on **Tuesday May 17** from Foth Infrastructure and Environment, 411 6th Ave SE, Suite 400, Cedar Rapids, Iowa, 52401; (319) 365-9565.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Each proposal shall be completed on the form included with the contract documents and must be submitted in a sealed envelope. In a separate sealed envelope attached to the outside of the bid proposal envelope, each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Cedar Rapids Linn County Solid Waste

Agency, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The Cedar Rapids Linn County Solid Waste Agency reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Each successful bidder will be required to furnish a corporate surety bond (Performance and Payment Bond) in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by Cedar Rapids Linn County Solid Waste Agency and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless Cedar Rapids Linn County Solid Waste Agency from claims and damages of any kind caused by the operations of the contract.

The Cedar Rapids Linn County Solid Waste Agency, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Cedar Rapids Linn County Solid Waste Agency does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

Prospective bidders may contact Zac Hornung by phone at (319) 377-5290 x. 123 or email at zhornung@solidwasteagency.com to arrange a site visit.

This notice is given by authority of the Cedar Rapids Linn County Solid Waste Agency Board of Directors.

0200
INSTRUCTIONS TO BIDDERS
SITE 1 TREE REMOVAL PROJECT

The contract documents and general provisions have been prepared in accordance with Division 1 of the Iowa Statewide Urban Design and Specifications (SUDAS) Specification Manual. The terms used in the contract documents are defined in said Standard Specifications. **Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements.** Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

- A. The bid security must be in the amount of **5%** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- B. Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. **The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable.** All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to **Cedar Rapids Linn County Solid Waste Agency**. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. See Section 1020 of the SUDAS Standard Specifications (found at <https://intrans.iastate.edu/app/uploads/sites/15/2020/02/1020.pdf>) for complete descriptions of the proposal requirements and conditions.
- B. Submittals include two separate sealed envelopes:
 - Envelope 1:** Bid Security
 - Envelope 2:** Proposal
- C. The following documents shall be completed, signed, and returned in the Proposal envelope. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - 1) Part B – Acknowledgment of Addenda if any have been issued
 - 2) Part C – Bid Items, Quantities, and Prices
 - 3) Part G – Identity of Bidder (including the Bidder Status Form)

- i. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is included on the following page and can be used to assist Bidders in completing the Bidder Status Form.

III. PERFORMANCE AND PAYMENT BOND

- A. Use the Performance and Payment Bond Form included in the bidding documents.
- B. See Section 1070 of the SUDAS Standard Specifications (found at <https://intrans.iastate.edu/app/uploads/sites/15/2020/02/1070.pdf>) for complete descriptions of the bonding requirements and conditions.

IV. INSURANCE REQUIREMENTS

- A. See Section 1070 of the SUDAS Standard Specifications (found at <https://intrans.iastate.edu/app/uploads/sites/15/2020/02/1070.pdf>) for complete descriptions of the insurance requirements and conditions.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

0300
PROPOSAL
SITE 1 TREE REMOVAL PROJECT

PART A – SCOPE

The **Cedar Rapids Linn County Solid Waste Agency**, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the **Cedar Rapids Linn County Solid Waste Agency**, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements: **Site 1 Tree Removal Project**

PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda _____, _____, _____, _____, and certifies that said addenda were utilized in the preparation of this bid.

PART C – BID ITEMS, QUANTITIES, AND PRICES

The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal. In case of discrepancy, the Unit Bid Price governs. The quantities shown below are approximate only but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1	12" diameter or less tree removal and disposal	842	\$	\$
2	13"-24" Diameter tree removal and disposal	327	\$	\$
3	25"-30" Diameter Tree removal and disposal	11	\$	\$
4	Hazardous Limb Pruning (Per Tree)	6	\$	\$
TOTAL CONSTRUCTION COST \$				_____

PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the **Site 1 Tree Removal Project** by December 30, 2022; and to pay liquidated damages for noncompliance with said completion provisions at the rate of **five hundred dollars (\$500.00)** for each calendar day thereafter that the work remains incomplete.

PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual,
Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Liability Company

☐ Joint-venture: all parties must join-in and
execute all documents

☐ Other

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Failure to provide said Registration Number
shall result in the bid being read under
advisement. A contract will not be executed
until the Contractor is registered.

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies,
facsimiles, or electronic signatures will not be accepted.**

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:

- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

0400
BID BOND
SITE 1 TREE REMOVAL PROJECT

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto **Cedar Rapids Linn County Solid Waste Agency**, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), or **five percent (5%)** of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

This project includes construction of a wetland area to be used as a runoff buffer between farmland and Indian Creek located Marion Township, Linn County, Iowa. This project also includes the construction of a bioreactor to assist with nutrient reduction from subsurface farm tile.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Linn County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

Surety Company

Bidder

By

Signature Attorney-in-Fact/Officer

By

Signature

Printed Name of Attorney-in-Fact/Officer

Printed Name

Company Name

Title

Company Address

Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

0500
CONTRACT
SITE 1 TREE REMOVAL PROJECT

THIS CONTRACT, made and entered into on this _____ day of _____, 20____, by and between the **Cedar Rapids Linn County Solid Waste Agency**, upon order of its Board of Directors, hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the Administration Building, 1954 County Home Road, Marion, Iowa 52302. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the **Iowa Statewide Urban Design and Specifications (SUDAS) Specification Manual as amended in the Special Provisions**, and the Contract Attachment – Item 1: Figure 1 - Tree Removal Areas, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders for the following described improvements:

Site 1 Tree Removal Project

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the Performance and Payment Bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the **Site 1 Tree Removal Project** by December 30, 2022; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

CONTRACTOR

By _____

Contractor

Name

By _____
Signature

Title

Title

ATTEST:

Street Address

City, State, Zip Code

Title

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

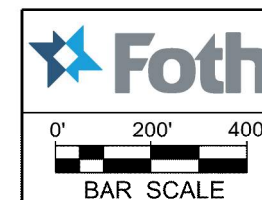
1. All Contractors: The Contractor shall enter its Public Registration Number ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

CONTRACT ATTACHMENT: ITEM 1 –FIGURE 1



NOTES:

1. Tree removal shall be limited to the 4 areas shown on Figure 1. Trees to be removed have been marked with red paint.
2. Contractor shall protect all existing site infrastructure.
3. Contractor is responsible for repairing ruts and re-establishing damage vegetation.
4. Contractor will be responsible for re-installation and security if any perimeter fencing needs to be temporally removed for access reasons.
5. Dispose of removed trees at designated location shown on Figure 1.
6. Trees should be cut to ground surface. No stump removals will be required.
7. Site access and contractor traffic routes shall be coordinated with the owner.
8. Contractor shall at all times observe and comply with applicable Federal, State, County, or City laws, ordinances, order, and regulations.



CEDAR RAPIDS / LINN CO. SWA

FIGURE 1
SITE 2
TREE REMOVAL AREAS

Date: MAY 2022	Revision Date:
Drawn By: CKV	Checked By: BKH
Project: 21C061	

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1	12" diameter or less tree removal and disposal	842	\$	\$
2	13"-24" Diameter tree removal and disposal	327	\$	\$
3	25"-30" Diameter Tree removal and disposal	11	\$	\$
4	Hazardous Limb Pruning (Per Tree)	6	\$	\$
TOTAL CONSTRUCTION COST \$				

INSTRUCTIONS:

This space is provided for the Jurisdiction to list the bid items and cost information from the low bidders proposal.

0600
PERFORMANCE AND PAYMENT BOND
SITE 1 TREE REMOVAL PROJECT

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto **Cedar Rapids Linn County Solid Waste Agency**, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

This project includes construction of a wetland area to be used as a runoff buffer between farmland and Indian Creek located Marion Township, Linn County, Iowa. This project also includes the construction of a bioreactor to assist with nutrient reduction from subsurface farm tile.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to

said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Linn County, State of Iowa. If legal action is required by the Jurisdiction to enforce

the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

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

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

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

PRINCIPAL:

Contractor

By

Signature

Title

FORM APPROVED BY:

Attorney for Jurisdiction

SURETY:

Surety Company

By

Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

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

0700 SPECIAL PROVISIONS

The **Iowa Statewide Urban Design and Specifications (SUDAS) Specification Manual** as amended in these special provisions shall apply to work on this project.

Notes for Information Only:

- A. The contract documents and general provisions have been developed in accordance with Division 1: General Provisions and Covenants of the SUDAS Standard Specifications.
- B. Bonds and Insurance requirements shall be as prescribed in Part 3 – Bonds and Insurance which can be found at [Section 1070 - Legal Relations & Responsibility to the Public \(iastate.edu\)](#). Below is Part 3 of Division 1, Section 1070.

PART 3 - BONDS AND INSURANCE

3.01 PERFORMANCE AND PAYMENT BOND

- A. The lowest responsive, responsible bidder shall be required to file, before the contract is awarded, a surety bond for performance and payment on a form provided by the Jurisdiction and in penal sum equal to the total bid amount. Said bond shall be executed by a corporation authorized to contract as a surety in the state of Iowa. Said bond shall be filed in the specified number of copies as a part of the executed contract documents for the Jurisdiction's approval and award.
- B. Said bond shall provide that the Contractor shall well and satisfactorily perform and execute the work in all respects, according to the contract documents therefore, and according to the time and conditions of the contract documents, and also that the Contractor shall pay all debts incurred by it in the prosecution of such work, including those for labor and materials furnished. Said bond shall in all cases comply with the laws of the State of Iowa and shall be subject to the approval of the Jurisdiction.

3.02 INSURANCE REQUIREMENTS

- A. The Contractor shall purchase and maintain insurance to protect the Contractor and the Jurisdiction against all hazards herein enumerated throughout the duration of the contract. Said insurance shall be provided by an insurance company or companies, "admitted" or "non-admitted" to do business in the State of Iowa, having an A.M. Best rating of no less than "B+."
- B. "Insurance," "insurance policy," or "insurance contract" when used in these specifications shall have the same meaning as "insurance policy" and "insurance contract" under Iowa Code Section 507B.2. All insurance required by this section shall provide coverage on an occurrence basis, not on a claims-made basis, and the person or other entity shall provide evidence of such coverage through an "insurance policy," "contract of insurance," or "certificate of insurance" that clearly discloses on its face coverage on an occurrence basis. Insurance coverage required for hazardous materials abatement including removal of lead, asbestos, PCB's, or the like may be provided on a claims-made basis when it is demonstrated to the satisfaction of the Jurisdiction that occurrence coverage is not reasonably available.
- C. Except for workers compensation insurance, the Contractor shall purchase and maintain such insurance as will protect the Contractor and the Jurisdiction as set forth below, which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them. In addition, the Contractor shall purchase and maintain workers compensation insurance to cover its employees.
 - 1. Workers Compensation: A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages.
 - a. Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
 - b. Employers Liability insurance with the following limits:

Bodily injury by accident	\$500,000 each accident
Bodily injury by disease	\$500,000 each accident
Bodily injury by disease	\$500,000 policy limit

2. Commercial General Liability Insurance: No less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or its equivalent) with all standard exclusions with minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property that occur on the premises under contract or arise out of the operations in performance of the contract. Any additional exclusions shall be identified on the Certificate of Insurance and shall be subject to the review and approval of the Jurisdiction.

General Aggregate Limit	\$2,000,000
Products' Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Damage Limit (any one person)	\$5,000

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the Designated Construction Project(s) General Aggregate Limit Endorsement (ISO CG 2503 or its equivalent).
- b. Personal and advertising injury.
- c. Operations by independent contractors.
- d. Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).
- e. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
- f. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
- g. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
- h. Products and completed operations shall be maintained for the duration of the work; and shall be further maintained for a minimum period of time after final acceptance and payment if required in the Special Provisions.
- i. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
- j. In lieu of including the Jurisdiction as an additional insured on the Contractor's Commercial General Liability Insurance, the Jurisdiction, at its option, may require the Contractor to provide an Owner's Protective Liability Policy by Special Provision, or may allow the Contractor to provide an Owner's Protective Liability Policy by Change Order. If an Owner's Protective Liability Policy is provided, the minimum coverage, limits, and exclusions shall be as shown above; and the Contractor's premium cost of obtaining such insurance shall be considered incidental to the work and shall not be subject to reimbursement by the Jurisdiction.

3.03 INSURANCE REQUIREMENTS (Continued)

1. Automobile Liability Insurance: Covers all owned, non-owned, hired, and leased vehicles with a minimum combined single limit of \$1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property that arise out of operations in performance of the contract. The insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted. The policy shall provide Auto Cargo Pollution Endorsement (ISO CA 99 48 or its equivalent), if required in the special provisions.
2. Railroad Protective Liability: If required by the Jurisdiction by special provision, or by an affected railroad, the Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said policy shall be furnished to the railroad and a certified copy of said policy shall be furnished to the Jurisdiction prior to any construction or entry upon the railroad easement premises by the Contractor.
3. Umbrella/Excess Insurance: At the Contractor's option, the limits specified in Section 1070, 3.02, C, 1, 2, 3 may be satisfied with a combination of primary and Umbrella/Excess Insurance. At the Jurisdiction's option, the minimum insurance limits specified above may be increased by special provision. This increase may be satisfied with a combination of primary and Umbrella/Excess Insurance.
4. Additional Insured Endorsements: Except for Workers Compensation, the insurance specified shall:
 - a. Include the Jurisdiction as an additional insured, per Section 1070, 3.06, B; and
 - b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction.
5. Reference to ISO: Wherever the term "ISO" appears in these specifications, any subsequent equivalent ISO form or non-ISO equivalent form may be used.

3.04 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE

- A. To the extent covered by the standard insurance forms listed in Section 1070, 3.02, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided any such claim, damage, loss, or expense:
 1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and

3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE (Continued)

2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this subsection.

- C. In any and all claims against the Jurisdiction or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:
 1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or
 2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

provided the preparation or the giving or failure to give directions or instructions is the sole proximate cause of the injury or damage.

- E. If any litigation on account of such claims shall be commenced against the Jurisdiction, the Contractor, upon notice thereof from the Jurisdiction, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Jurisdiction on account of such claims for damages shall be conclusive as against said Contractor and entitle the Jurisdiction to recover the full amount thereof, with interest and cost, and attorney's fees incurred by said Jurisdiction, whether the Jurisdiction paid such amounts or not.

3.04 CONTRACTOR'S INSURANCE FOR OTHER LOSSES; WAIVER OF SUBROGATION

- A. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics; or any tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them; or to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges belonging to the contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, not covered by the Jurisdiction's Builders Risk Insurance.
- B. Contractor shall cause each of its subcontractors, consultants, suppliers, third parties, or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles, and equipment. All insurance carried by the Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverages, any uninsured loss shall be the sole responsibility of the Contractor.

3.05 PROPERTY INSURANCE

- A. When stated in the special provisions, the Jurisdiction shall purchase and maintain property insurance, a.k.a. Builder's Risk Insurance, in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. This property insurance covering the work will have a deductible of \$5,000 for each occurrence, or as stated in the special provisions, which will be the responsibility of the Contractor.
- B. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Jurisdiction's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the contract documents.
- C. Unless otherwise provided in the contract documents, this property insurance shall cover portions of the work stored off the site, after written approval of the Jurisdiction, at the value established in the approval, and portions of the work in transit. Coverage for work stored off the site and in transit will be not less than 10% of the policy amount.
- D. Boiler and Machinery Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain Boiler and Machinery Insurance required by the contract documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Jurisdiction; this insurance shall include interest of the Jurisdiction, Contractor, subcontractors, and sub-subcontractors in the work, and the Jurisdiction and Contractor shall be named insureds.
- E. Loss of Use Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain insurance to insure the Jurisdiction against loss of use of the Jurisdiction's property due to fire or other hazards, however caused. In the event the Jurisdiction purchases such insurance, the Jurisdiction shall waive all rights of action against the Contractor for loss of use of the Jurisdiction's property, including consequential losses due to fire or other hazards, however caused.
- F. If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Jurisdiction shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate change order.
- G. If during the project construction period, the Jurisdiction insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the project or if after final acceptance, property insurance is to be provided on the completed project through a policy or policies other than those insuring the project during the construction period, the Jurisdiction shall waive all rights according to the terms of Section 1070, 3.05, I, for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

3.05 PROPERTY INSURANCE (Continued)

- H. Before an exposure to loss may occur, the Jurisdiction shall file with the Contractor a copy of each policy that includes insurance coverages required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions, and endorsements related to this project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 calendar days prior written notice has been given to the Contractor.
- I. Waivers of Subrogation: The Jurisdiction and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Jurisdiction's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Jurisdiction as fiduciary. The Jurisdiction or Contractor, as appropriate, shall require of the Jurisdiction's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- J. A loss insured under the Jurisdiction's property insurance shall be adjusted by the Jurisdiction as fiduciary and made payable to the Jurisdiction as fiduciary for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause and of Section 1070, 3.05, K. The Contractor shall pay subcontractors their shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in a similar manner.
- K. The Jurisdiction as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five calendar days after occurrence of loss to the Jurisdiction's exercise of this power; if such objection be made, arbitrators shall be chosen according to [Section 1040, 1.10, D](#), provided one arbitrator shall be appointed by the Jurisdiction, one by the party in interest making objection, and the third to be appointed by the two arbitrators thus chosen. Arbitration shall thereafter proceed as provided in [Section 1040, 1.10, E through G](#). The Jurisdiction as fiduciary shall, in that case, make settlement with insurers according to the direction of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
- L. Partial occupancy or use of the work shall not commence until the insurance company or companies provided property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Jurisdiction and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.
- M. Installation Floater: Under contracts where the Jurisdiction does not provide Builders Risk Insurance, the Jurisdiction may by special provision require the Contractor to provide coverage under an "Installation Floater" covering all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an "all risk" form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off-premises at any temporary storage location, or in transit. The Installation Floater covering the equipment shall have a maximum deductible no greater than \$5,000 for each occurrence, which will be the responsibility of the Contractor.

3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT

- A. All liability insurance policies the Contractor is required to provide pursuant to this Section 1070, Part 3 - Bonds and Insurance shall be by endorsement name and designate the Jurisdiction as an additional insured.

- B. The Additional Insured Endorsement shall include the following provisions:

The Jurisdiction, 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, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the Contractor's work and services performed for the Jurisdiction. 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 other available coverage by primary, contributing, or excess.

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

- C. The Cancellation and Material Change Endorsement shall include the following provisions:

Thirty calendar days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and 10 calendar days written Notice of Non-payment of Premium, shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

This Cancellation and Material Change Endorsement shall be included on insurance policies required by the SUDAS Standard Specifications.

- D. All liability policies that include the Jurisdiction as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code 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 this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity: The Jurisdiction 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 Jurisdiction.
4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction 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 Jurisdiction.

3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT (Continued)

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agree the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Government Immunities Endorsement shall be included on all insurance policies that include the Jurisdiction as Additional Insured.

- E. All liability policies purchased in the Jurisdiction's name shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:
 1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code 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 this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 3. Assertion of Government Immunity: The Jurisdiction 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 Jurisdiction.
 4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction 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 Jurisdiction.
 5. No Other Change in Policy: The insurance carrier and the Jurisdiction agrees that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This Government Immunities Endorsement shall be included in all Insurance Policies in the Jurisdiction's name.

3.07 PROOF OF INSURANCE

- A. The Contractor shall, prior to the Jurisdiction's approval and execution of the Contract, provide to the Jurisdiction a certificate or certificates of insurance evidencing all required insurance coverages as required in this Section 1070, Part 3 – Bonds and Insurance, utilizing the ACORD certificate form, or equivalent, required by the Jurisdiction. The Certificate of Insurance requirement may be satisfied with a blanket certificate.
- B. The Description of Operations on the Certificate of Insurance for the work must state either:
 - 1) Blanket certificate of coverage of all work, services, or projects with the Jurisdiction, or
 - 2) Identify the specific project by name and project number. The Contract will not be submitted for approval execution by the Jurisdiction until all certificates of insurance are correct and have received staff approval.

- C. The Cancellation statement on the Certificate of Insurance shall be superseded by the Cancellation and Material Changes Endorsement, which shall be attached to the certificate.

3.07 PROOF OF INSURANCE (Continued)

- D. All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name.
- E. If an Owner's Protective Policy is provided, the policy with appropriate endorsements shall be submitted to the Jurisdiction. The Contract will not be submitted for approval and execution by the Jurisdiction until the Owner's Protective Policy and all certificates of insurance are correct and have received staff approval.

3.08 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE

- A. Upon the occurrence of any event, the liability for which is herein assumed by the Contractor, the Contractor agrees to forthwith notify the Jurisdiction in writing of such happening, which notice shall give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.
- B. In the event the Jurisdiction has or obtains actual knowledge of any event that may result in a claim, the liability for which is herein assumed by the Contractor, the Jurisdiction agrees to notify the Contractor of such event within a reasonable period of time after acquiring knowledge thereof; provided however, the Jurisdiction shall have no duty to inspect the project to obtain knowledge of such events; and provided further the Jurisdiction's failure to so notify the Contractor shall not relieve the Contractor of any liability or obligation herein assumed by the Contractor.

3.09 SAMPLE INSURANCE FORMS

See the SUDAS website (www.iowasudas.org) for examples of standard insurance forms.

Cedar Rapids Linn County Solid Waste Agency

Contractor Safety Briefing — ALL SITES

Personal Safety

- ⇒ **There is NO SMOKING on agency property.** Vendors, contractors or temporary laborers failing to adhere to this rule may be banned from the site.
- ⇒ **Personal protective equipment (PPE):** We require **all vendors, contractors, temps, and Agency staff** to wear the following personal protective equipment:
 - Gloves, when contacting waste or chemicals, including oil and fuel
 - Hi-vis gear (vest, coat, or shirt)
 - Steel toed boots
 - Safety glasses
- ⇒ **Bloodborne Pathogens:** Working with or around waste means that there is always the potential for exposure to bloodborne pathogens and infectious agents such as hepatitis. To control this risk, we recommend that you get a Hep B vaccine series. Contact our EHS Manager for more information. In the event of contact with sharps or other potentially pathogenic waste, notify the site supervisor or a member of management immediately.
- ⇒ **Injury or Medical Emergency:** In the event that a vendor or contractor suffers an injury, please contact the site supervisor or a member of management immediately. In the event of a medical emergency or injury involving a customer or coworker, call 911. There are first aid kits in the office; shop, and break room. Landline phones are in the office/scale house. Emergency call lists are posted in the office/scale house and both break rooms.
- ⇒ **Respiratory protection and Dust:** Onsite roads can be dusty. Nuisance dust masks for voluntary use are available in the shop. These masks are for nuisance dusts only and are NOT intended to be used as respirators. If you have questions about the Agency's respiratory protection program, please contact our EHS manager.

Site Safety

- ⇒ **Scavenging or Salvaging Waste or Recyclables are STRICTLY PROHIBITED**
- ⇒ **Confined Spaces:** Due to the potential for hazardous atmospheres resulting from landfill gases contractors and vendors are **strictly prohibited from entering onsite confined spaces without consulting the Agency EHS Manager.** Confined spaces include all sumps, manholes, storm sewers, culverts, tanks, and the pit areas underneath the scales. Trenches and lagoons are also considered confined spaces. Confined space entries will be permitted contingent upon the following: Entries must be pre-approved and conducted by properly equipped, trained and authorized persons; pertinent training records must be submitted; confined space permit must be completed; the internal atmosphere of the confined space must be tested for oxygen content, flammable gases and vapors prior to entry; continuous monitoring of the atmosphere is required for the duration of the entry and additional requirements may apply depending on the space.
- ⇒ **Hot loads, and facility or landfill fires:** A "hot load" is a smoldering or burning load of waste that can cause a landfill fire. Agency staff uses both stockpiled soil and the water truck to suppress fires. The water truck is always kept full and must be accessible in the event of an onsite fire. Call 911 if the fire cannot be extinguished with on-site resources. If there is a fire involving the gas system, or fuel storage areas, evacuate immediately and call 911. **Any person who observes or suspects a fire should notify Agency staff immediately.**
- ⇒ **Landfill infrastructure (Gas and Leachate):** Agency landfills utilize leachate and landfill gas collection systems. These systems are required by our permit and regulated by state and federal law.
 - Landfill gas (including methane and hydrogen sulfide) is highly flammable, thus **there is no smoking on Agency property.** If you observe an employee or vendor smoking onsite, please tell them to extinguish their cigarette immediately. All contractors are expected to help enforce our no smoking policy to their employees and subs.
 - Leachate may not be released to storm water or released offsite. All leachate must be directed to the collection system and disposal through the sanitary sewer.
 - In the event that you observe strong landfill gas odors or leachate seeps or ponding of impacted liquid anywhere onsite,

Vehicle Safety

- ⇒ **Seatbelts are mandatory** when operating vehicles or equipment on Agency property. Only Agency employees are authorized to operate the Agency vehicles or equipment.
- ⇒ **We have a posted speed limit of 15 MPH throughout the site.** Vendors or contractors failing to adhere to the speed limit may be banned from the site.
- ⇒ **Follow established traffic patterns:** Do not drive into the site against traffic. Stay to the right of the scale house.
- ⇒ **Safety Around Vehicles:** Please exercise situational awareness when onsite, 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 before crossing their path. 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.
- ⇒ **Lock out/tag out:** NEVER start, operate or attempt to repair equipment that has been tagged out. Always check around and underneath vehicles before starting or moving. Exercise extreme caution around or near equipment or vehicles that have the potential to unexpectedly energize, close, roll, drop, pinch, or otherwise release hazardous energy due to work activities, damage, service, or maintenance activities.

Site Communication

- ⇒ **Radio and Cell Phone Communication:** When working onsite, either at the landfill, sawtooth, on grounds or in the RRB, operational staff and laborers must have a working radio on. We ask that contractors and vendors inform staff of their presence in work areas, and NOT use cell phones when operating vehicles on Agency property.
- ⇒ **Safety Data Sheets (SDS)** for chemicals and fuels used onsite are in 3-ring binders available in the breakroom and in the shop. All chemicals brought onto Agency property by vendors must be accompanied by a Safety Data Sheet and must be available to Agency staff upon request.
- ⇒ **Spills and Releases:** In the event of a spill of chemical or fuel on Agency property, or a release of leachate or gas resulting from site work, vendors and contractors are required to notify a member of management immediately.
- ⇒ **Safety Program:** We hold monthly safety meetings where staff are given an opportunity to discuss near-misses and incidents. If at any time you have a question or concern about site safety, about operation of equipment, or are unsure about performing any task, management has an open-door policy. You can talk to anyone of us.

Agency Contact Information

Samantha Eckes

Environmental Health & Safety Manager

(319) 377-5290, ext:105

seckes@solidwasteagency.org



VENDOR Agreement - Release of Liability

I hereby release from liability and agree to indemnify and hold harmless the Cedar Rapids Linn County Solid Waste Agency (Agency), and any of its employees representing or related to the Agency, for any liability in connection with the services to be provided to the Agency by my company.

This release is for any and all liability, for personal injuries and property losses or damage occasioned by, or in connection with, the use of Agency facilities or equipment to assist the vendor.

Company Name _____

Signature _____

Print Name _____

Date _____