



Site 1 Wood Waste Grinding Project

2250 A Street SW, Cedar Rapids, IA

*Issued:
January 25, 2023*

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0100
NOTICE TO BIDDERS
SITE 1 WOOD WASTE GRINDING 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 **Thursday, March 9th** 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, March 21st at 1:30 P.M.**

This project includes grinding wood waste at the Cedar Rapids Linn County Solid Waste Agency Site No. 1 Closed Landfill. All work shall be completed in accordance with the contract documents prepared by the Cedar Rapids Linn County Solid Waste Agency.

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: Upon approval of bonds and insurance.

Final Completion Date: June 30, 2024

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 **January 25** 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 WOOD WASTE GRINDING 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 WOOD WASTE GRINDING 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 Wood Waste Grinding Project**

The Jurisdiction is seeking to establish a contract with a contractor who has the ability, labor, materials, and equipment to provide on-site yard/wood waste grinding services per year, the **Agency** estimates grinding services will be needed quarterly. The **Agency** separates stockpiles into four separate piles: Yard waste, green wood (brush, logs, branches), pallets, & stumps. This contract will be for the grinding of the material listed above. Below is a table of inbound material collected in the past five years.

Inbound Tonnage			
Year	Pallets	Green Wood, Stumps, Yard Waste	Total
2022*	9,540 tons	16,995 tons	26,535 tons
2021*	15,188 tons	18,354 tons	33,542 tons
2020*	6,777 tons	25,248 tons	32,025 tons
2019	5,583 tons	18,701 tons	24,284 tons
2018	6,521 tons	15,400 tons	21,921 tons

**Tonnage is higher than average due to Derecho material*

The selected contractor shall mobilize within 14 days of request. The Jurisdiction anticipates that grinding services will be conducted four times per year the schedule may vary, but services are typically needed in February, June, August, and November. Grinding services will be conducted during the site's operations hours, which are Monday through Friday, 8:00am to 4:00pm. There shall be no charges for overtime or holiday premium pay.

The Jurisdiction should remove any non-organic material from stockpiles to the extent possible. If material is missed, the Jurisdiction will dispose of any non-organic found by the contractor. Grind equipment shall be provided by the contractor and shall include a magnetic feature to collect nails during the grinding process of pallets. The Jurisdiction has a splitter cone and will spilt any large logs or stumps that cannot be processed due to size.

The contractor shall provide all expertise, personnel, tools, materials, equipment, fuel, supervision and all other incidental costs and facilities of any nature to execute and complete the grinding of yard/wood waste dropped off at the facility. Woodchips will remain in stockpiles after grinding.

The minimum HP of the horizontal grinder shall be 750 HP. The contractor shall provide support equipment to load the processor and maintain the mulch into a single stockpile.

The mulch shall be reduced to an attractive size for community members to pick up. Sizes could vary depending on if yard waste or wood waste is being grinded. The majority of wood waste will be placed into compost windrows (oversized chips would be acceptable). On average, processed mulch should be less than three inches wide and less than 12 inches long. Different sized grates will be required. The contractor

will not be responsible for transportation of mulch or grindings. All stockpiles will be moved by the Jurisdiction.

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 per hour price of grinding services, type of grinder used, mobilization 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.

All prices bid include mileage, bonds, insurance, gas, maintenance, labor, administrative costs, equipment, and all other cost required to complete work for the bid items listed below.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Onsite Wood Waste Grinding Operations	HR	260	\$	\$
2	Mobilization	EA	4	\$	\$
TOTAL COST \$					

The agreement(s) established with the successful bidder shall be for the service as needed with no guaranteed minimum or maximum volume of grinded material. The contractor will be paid for mobilization per event and per hour of grinding.

Capability of grinding per day	
Est. average number of cubic yards of wood waste your company has the capability to grind per day:	/CY Per day
Maximum number of cubic yards of wood waste your company has capability to grind per day:	/CY Per day
Size of grinder to be used:	
Size of Grates available for grinding:	

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 Wood Waste Grinding Project** by June 30, 2024; 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 WOOD WASTE GRINDING 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 Oblige, (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 WOOD WASTE GRINDING 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 – Wood Grinding Area, 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 Wood Waste Grinding 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 Wood Waste Grinding Project** by December 30, 2023; 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

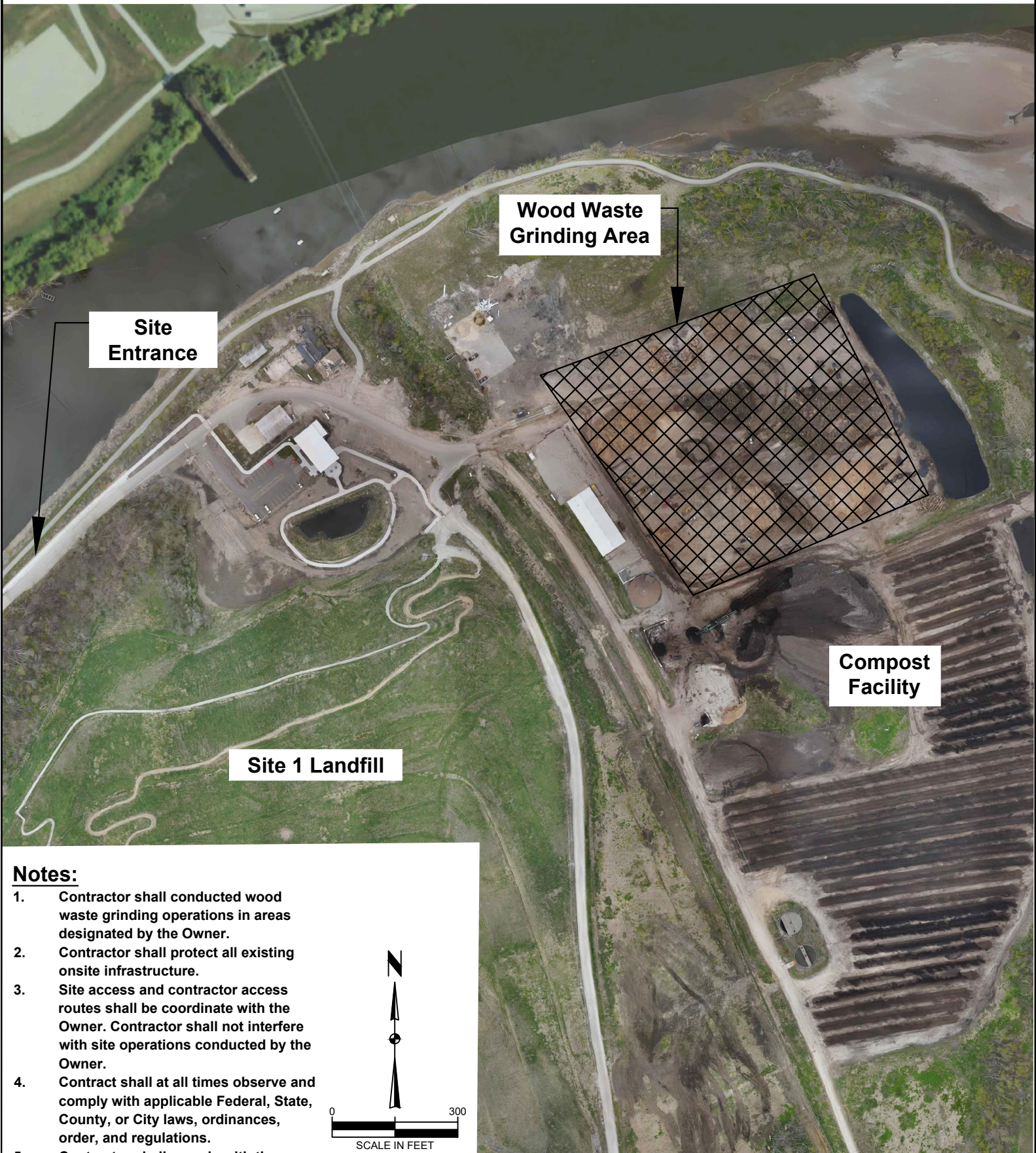
Title

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

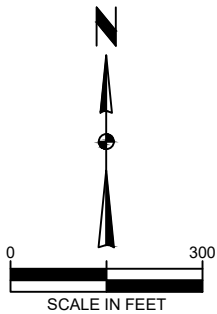
1. All Contractors: The Contractor shall enter its Public Registration Number ____ - ____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a 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. Contractor shall conducted wood waste grinding operations in areas designated by the Owner.
2. Contractor shall protect all existing onsite infrastructure.
3. Site access and contractor access routes shall be coordinate with the Owner. Contractor shall not interfere with site operations conducted by the Owner.
4. Contract shall at all times observe and comply with applicable Federal, State, County, or City laws, ordinances, order, and regulations.
5. Contractor shall comply with the requirements of the Owners NPDES General Permit #1 and site Stormwater Pollution Prevention Plan.



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.

All prices bid include mileage, bonds, insurance, gas, maintenance, labor, administrative costs, equipment, and all other cost required to complete work for the bid items listed below.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Onsite Wood Waste Grinding Operations	HR	260	\$	\$
2	Mobilization	EA	4	\$	\$
TOTAL COST \$					

The agreement(s) established with the successful bidder shall be for the service as needed with no guaranteed minimum or maximum volume of grinded material. The contractor will be paid for mobilization per event and per hour of grinding.

Capability of grinding per day	
Est. average number of cubic yards of wood waste your company has the capability to grind per day:	/CY Per day
Maximum number of cubic yards of wood waste your company has capability to grind per day:	/CY Per day
Size of grinder to be used:	
Size of Grates available for grinding:	

CONTRACT ATTACHMENT: ITEM 3 – Contractor Safety Briefing & Vendor Liability Agreement

Vendor/Contractor Safety Briefing

There is absolutely NO SMOKING ON AGENCY PROPERTY! Contractors and vendors failing to adhere to this rule can be barred from Agency property.

SCAVENGING or SALVAGING WASTES OR RECYCLABLES IS STRICTLY PROHIBITED!

Personal protective equipment (PPE): We require **all vendors, contractors, and Agency staff** to wear hi-vis gear (vest/coat/shirt) when working on site. We also recommend the following personal protective equipment:

- Steel toed safety boots
- Safety glasses
- Gloves, when contacting waste or chemicals, including oil and fuel.

Seatbelts are mandatory when operating or riding in any Agency vehicle or equipment, including passenger trucks, the 4x4 runner/ATV, and the forklift. Unless you are an Agency employee and have received formal, documented training, you are not authorized to operate the Agency forklift or any other Agency vehicle or piece of equipment.

We have a posted speed limit of 14 MPH throughout the site. Contractors failing to adhere to the speed limit may be barred from the site.

Follow established traffic patterns – unless you have received express permission from a member of management, **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 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.

Radio and Cell Phone Communication: When working onsite, operational staff and laborers must have a working radio on. We ask that contractors and vendors inform Agency staff of their presence in work areas, and NOT to use cell phones when operating vehicles on Agency property.

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 Laura in the main office 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.

Confined Spaces: Due to the potential for hazardous and flammable atmospheres resulting from landfill gases, including methane and hydrogen sulfide, **contractors and**

vendors are strictly prohibited from entering or working in onsite confined spaces.

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. If conducted, confined space entry must be pre-approved in writing, and done by properly equipped, trained and authorized persons.

Safety Data Sheets/(M)SDSs for chemicals and fuels used onsite are located in 3-ring binders available in the shop and the break room. 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. Vendors are required to lawfully disposal of any chemical w or hazardous waste generated on Agency property.

Spills and Releases: In the event of a spill of regulated waste, 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.

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. A landline phone is located in the scale house trailer. Emergency call lists are posted in the office/scale house.

Hot loads, hot work, and facility or landfill fires: A “hot load” is a smoldering or burning load of waste that can cause a landfill fire. Agency staff can use stockpiled soil or the water truck to suppress fires. The Agency water truck is kept full at all times, and must be accessible in the event of an onsite fire. In the event of an onsite fire, any member of staff is authorized to call 911 in the event they believe it is warranted. No hot work (welding; torch cutting, etc.) should be conducted by a vendor without approval of the site lead or Director of Operations. If there is a fire involving the gas system, or fuel storage areas, all persons in the vicinity are directed to evacuate immediately, and call 911.

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 air purifying respirators. If you have questions about the Agency’s respiratory protection program, please contact Laura in the office.

Lock out/tag out: Do not start, operate or attempt to repair equipment that has been tagged out. 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 damage, service or maintenance activities.

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. ***There is no smoking on Agency property.*** All contractors and vendors are expected to adhere to the Agency’s no smoking policy.
- 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, notify the site supervisor, or a member of management, immediately.

Safety Program: We hold monthly safety meetings, whereby Agency staff are given an opportunity to discuss near-misses and incidents. We also present a specific safety topic, as training. 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. If someone asks you to complete a task that you do not feel comfortable with, please contact a member of management before you proceed.

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 my use of Agency property or facilities, or in my performance of work or services for, or on behalf, of the Agency.

The Agency has provided me/my company with site safety rules and I have read and understand them. I agree to abide by Agency site safety rules.

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

Company Name _____

Signature _____

Print Name _____

Date _____

Agency Location (Site #1 or #2): _____

0600
PERFORMANCE AND PAYMENT BOND
SITE 1 WOOD WASTE GRINDING 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

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 SUDAS Standard Specifications, [Section 1070 - Legal Relations & Responsibility to the Public \(iastate.edu\)](#).