



**Polk County Conservation Board
Invitation to Bid(ITB CMO 2015– 013)
For
Grading, clearing, grubbing, for park roads, parking lots,
building sites, HMA removal, road and lot base construction.
At
Fort Des Moines Park**

The Polk County Conservation Board is seeking qualified and competent contractors to bid for the services described herein at Fort Des Moines Park located at 7200 SE 5th Street, Des Moines, Iowa 50315.

Interested parties are to mail or hand deliver their proposals to:

Wayne Johnson, Const. Maint. & Operations Manager
PolkCounty Conservation
11407 NW Jester Park Drive
Granger, IA 50109

Proposals must be received by Thursday, December 3, 2015by 10:00 a.m. to be considered.Proposals will be opened, and recorded at 10:05 a.m. on the same date at the Polk County Conservation Office located in Jester Park, 11407 NW Jester Park Drive, Granger, Iowa 50109.

Wayne Johnson
Construction/Maintenance Manager
Polk County Conservation

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**PART I
PROPOSAL PROCESS**

1.1 PURPOSE

The Polk County Conservation Board (PCCB) would like to contract clearing, grubbing, grading, for park roads and parking lot building sites, HMA removal, road and lot base construction.

Proposals will be accepted from all persons or firms qualified to do so. A contract will be signed with the successful Bidder.

This Invitation to Bid (ITB) provides instructions for parties interested in supplying the requirements of this proposal. It contains the specifications for the services to be supplied and the terms and conditions thereof.

1.2 SCOPE OF PROJECT

The scope of this project is to provide labor, materials, machinery and expertise to grade, clear and grub, remove HMA, road and lot construction at Fort Des Moines Park and complete this work according to the plans and specifications provided by Polk County Conservation and Shive Hattery, Architecture & Engineering.

1.3 INQUIRIES

A. For inquiries, you may contact:

Wayne Johnson, Construction/Maintenance Manager
Polk County Conservation
11407 NW Jester Park Drive
Granger, IA 50109
515.323.5367 or 515.250.7317
wayne.johnson@polkcountyiowa.gov

- B. Any changes made in the original Proposal Packet will only be made by Addendum issued by the Director of the PCCB.
- C. In all cases, no verbal communications shall override written communications or the contents of this ITB.

1.4 APPLICANT’S RESPONSIBILITIES

Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Bidder from the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any terms of or payment required by an Agreement.

No allowance will be made after proposals are received for oversight, omission, error or mistake by applicant.

The person submitting the request will be responsible for its prompt delivery. The PCC accepts no responsibility for delays in the receipt of your proposal due to mail delivery, messenger services or any other method of delivery. The responsibility for timely proposal delivery rests with the Bidder.

1.5 RECEIVING OF PROPOSALS

- A. Proposals will be received until 10: 00 a.m. Thursday, December 3, 2015
- B. Proposals received after 10:00 a.m. on that date will not be considered and will be returned to the bidder.
- C. Proposals are to be mailed or brought and submitted in a sealed envelope attn.

Wayne Johnson, Construction/Maintenance Manager
Polk County Conservation
11407 NW Jester Park Drive
Granger, IA 50109

Proposal For: Grading, clearing, grubbing for park roads, parking lots, building sites, HMA removal, road and lot base construction.

1.6 FILING OF PROPOSALS

Proposals shall be on the form furnished with this packet. Proposals shall include all information requested as part of the Proposal. Proposal forms must be complete, signed and dated. The proposal and any clarification to same shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in contract.

1.7 OFFICIAL CLOCK

The official clock is located in the receptionist’s area of the Polk County Conservation Office at Jester Park, Granger, Iowa.

1.8 OPENING OF PROPOSALS

Proposals will be opened and reviewed at 10:05 a.m. Thursday, December 3, 2015 at the Polk County Conservation Office located in Jester Park, 11407 NW Jester Park Drive, Granger, Iowa.

1.9 REJECTION OF PROPOSAL

The Polk County Conservation Board reserves the right:

- To reject any and all proposals.
- To waive technical or insubstantial irregularities when not shown to have resulted in any unfair advantage to any Bidder.

1.10 REPORTING OF ANTI-COMPETITIVE PRACTICES

When for any reason collusion or other anti-competitive practices are suspected among any Bidders, the Construction/Maintenance Manager shall prepare a notice of the relevant facts, which shall be given to the Director for review and possible involvement of the office of the Polk County Attorney.

1.11 POLK COUNTY CONSERVATION BOARD STATEMENT

The PCCB may show preference in purchasing goods and services from vendors who produce goods or maintain an office in Iowa. Preference may also be given to goods produced in PolkCounty or to vendors maintaining an office in PolkCounty. Further, the Polk County Conservation Board may actively solicit and seek out local vendors of goods and services and to encourage said vendors to stock and supply Iowa-made products.

1.12 TAXES

The PCCB is exempt from federal, state and local sales and use tax on the equipment, parts supplied, or services pursuant to this contract.

1.13 EXCLUSIVE AGREEMENT

The Agreement which results from this proposal solicitation constitutes the exclusive agreement between parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

1.14 PROJECT DATES

The following dates represent the proposed project schedule. If it becomes necessary to change the schedule, all known bidders will be notified.

Bid Opening:	Thursday, December 3, 2015
Award Date:	Wednesday, December 9, 2015
Completion Date:	April 30, 2016
Estimated Starting Date:	December 15, 2015
Pre-Construction Meeting:	T.B.A.

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**PART II
TERMS AND CONDITIONS**

2.1 TERMINATION

A. Termination for causes: The County may terminate the agreement resulting from this request at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

1. The County shall provide the contractor/vendor with five (5) day notice of conditions endangering performance.
2. The County shall be obligated only for those services rendered prior to the day of notice of termination, less any liquidated damages that may be assessed for nonperformance.
3. With the mutual agreement of both parties upon receipt and acceptance of not less than forty (40) days written notice, the agreement may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
4. PolkCounty may terminate upon thirty (30) days' notice if it determines it is in the County's interest to do so.

2.2 WARRANTIES AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to award this Contract without liability, or in its discretion, to deduct from the contract price, or to otherwise recover the full amount of such commission, percentage, brokerage, or contingency.

Changes in provisions or services to be furnished under this Bid may be made only in writing and must be approved mutually by the Contractor and Polk County Conservation.

2.3 IMMUNITY FROM LIABILITY

Every Bidder/Contractor to this agreement is hereby notified and agrees that Polk County, the using agency and any funding source for the using agency are immune from liability and suit for or from Contractor activities involving third parties and arising from this Bid.

2.4 CONFLICTS BETWEEN TERMS

The County reserves the right to accept or reject any exception taken by the Bidder to the terms and conditions of this Invitation for Bid.

2.5 WAIVER OF INFORMALITIES

The County reserves the right to waive any and all informalities in Bids if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder.

2.6 TAXES - STATE AND LOCAL

- A. The County is exempt from federal, state, and local sales and use tax on the equipment, parts supplied, or services pursuant to this contract.
- B. Iowa Code Sections 422.42(15) & (16) and 422.47(5) authorizes the approved contractor to purchase building materials, incorporated solely into this project, tax free. Polk County, upon approval of Contract by the staff, will issue Tax Exemption Certificates to prime Contractor and authorized sub-contractors.
- C. The Tax Exempt Certificates will allow the purchase of qualifying items to be made exempt from Iowa sales tax, applicable local option sales tax, and school infrastructure local option sales tax. It is the prime Contractor's responsibility to keep records identifying the materials and supplies purchased and verifying they were used on this construction contract. Misuse of certificates could result in civil or criminal penalties.

2.7 EXCLUSIVE AGREEMENT

The agreement which results from this Bid solicitation constitutes the exclusive agreement between parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2.8 REMEDIES UPON DEFAULT

In any case where the Contractor has failed to deliver or has delivered nonconforming goods or services, the County may procure goods or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting Contractor. The Polk County Attorney shall be requested to make collection from the defaulting Contractor.

2.9 ACTS OF GOD

- A. Contractor shall not be considered to be in default under this agreement, if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor.
- B. It shall be the responsibility of the Contractor to promptly advise the Construction/Maintenance Manager of the delay. The County may elect to cancel all orders on file with the Contractor and place the order with another Contractor.

2.10 SUBCONTRACTORS

Successful Contractors shall be responsible for all acts and performance of any subcontractor or secondary suppliers that the successful Contractor may engage for the completion of the terms of this bid. A delay that results from a subcontractor's conduct, negligence, or failure to perform shall not exempt the Contractor from default remedies. Successful Contractor shall be responsible for payment to all subcontractors or secondary suppliers.

2.11 ASSIGNMENT

Contractors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of Polk County Conservation.

2.12 TITLE TO GOODS

Contractor warrants that the goods procured hereunder are free from all liens, claims, or encumbrances.

2.13 INDEMNIFICATION

To the extent the goods are not manufactured in accordance with designs, Contractor shall defend, indemnify and hold harmless Polk County Conservation Project Engineer, and other users of the goods from and against any claim of infringement of any letter patent, trade names, trademark, copyright, or trade secrets by reason of sale or use of any articles purchased hereunder. Polk County Conservation shall promptly notify Contractor of any such claim.

2.14 DISCRIMINATION AND AFFIRMATIVE ACTION

- A. Contractor shall comply with the provisions of federal, state, and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. Contractor shall have an affirmative action plan and shall provide the County with reports required to insure compliance with equal employment legislation and regulations if requested. Contractor shall insure that all authorized subcontractors comply with the provisions of this clause.
- B. A copy of the Bidder's "Affirmative Action Plan" must be made available to PolkCounty upon request.

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PART III
SPECIAL REQUIREMENTS

3.1 BID SUBMITAL

Bids shall be submitted on **ATTACHED** bid sheet.

3.2 BIDDER QUALIFICATIONS

- A. Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment, materials and personnel, and ability to perform work specified.
- B. If successful Bidder is a non-Iowa corporation, all Bidders shall provide proof to jurisdiction prior to execution of contract of authorization by Secretary of State to do business in Iowa

3.3 PRE-BID MEETING

N.A.

3.4 INSURANCE CERTIFICATE

A Certificate of Insurance naming Polk County as an additional insured will be required upon award of bid as follows: “Polk County Government, it’s elected officials, employees, Project Engineer and/or assigns are Additional Insured’s with respect Project: “Fort Des Moines Grading, clearing, grubbing, for park roads, parking lots, building sites, HMA removal, road and lot base construction”
See Attached Requirements.

3.5 BONDS

- A. A “Bid” bond in the amount of 5% is required for this project.
- B. Both a “Performance” and “Payment” bond will be required for this Project.
- C. A 5% retainage will be withheld from payment until final inspection of completed project.

3.6 DETAILED PLANS

Detailed construction plans have been provided by Polk County Conservation and Shive-Hattery.

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**PART IV
GENERAL REQUIREMENTS**

4.1 SUMMARY

The work covered by this section includes items necessary to grade, clear, grub, for park roads, parking lots, building sites, HMA removal, road and lot base construction all as shown on the drawings and as specified herein. Polk County Conservation's Engineering firm of Shive-Hattery's interpretation of all specifications shall be final.

4.2 QUALITY ASSURANCE

Perform all work in compliance with applicable requirements of governing authorities having jurisdiction

4.3 PROTECTION

Protect from damage to existing buildings, walks, paving, fencing, sod and other items noted to remain. Maintain bench marks, monuments, property stakes and other reference points. The Contractor is to use due caution in working over and around high pressure gas lines if applicable.

Contractor is responsible for correcting damage caused to existing construction, utilities, surfacing, tile lines, and other items noted to remain and no additional expense to the owner.

4.4 SAFETY

Barricades, and temporary fencing may be required during construction. Barricades will be considered incidental to other work on the project. No additional compensation will be allowed.

All work and methods of construction shall conform to the State of Iowa Bureau of Labor and all OSHA Standards.

Contractor shall be responsible to notify all utility companies of the construction schedule. Contractor shall be responsible for obtaining utility locates prior to performing any excavation. One-Call before digging – 1-800-292-8989.

4.5 SITE CLEARING

Clear site of trees shrubs and other vegetation, except those indicated or directed to be left standing. Completely remove stumps, roots, boulders and other debris protruding through the ground.

Fill depressions caused by clearing and grubbing operations with satisfactory soil materials unless further excavation work is required or indicated.

Preserve stake and markers. Replace at no cost to the Owner, stakes or markers carelessly or willfully damaged by operations. Assume responsibility for accuracy of lines, grades and dimensions.

4.6 ACCESS Access to adjacent properties shall be maintained by the contractor throughout construction.

4.7 FINISH GRADING

Restore the surface per plan documents.

4.8 SITE RESTORATION

Upon completion of construction, remove all excess materials and construction debris and restore any damage done to existing buildings or landscape.

Seeding will be done by Polk County Conservation.

4.9 FINAL INSPECTION

Work will not be considered for final inspection until all the work has been completed and the Contractor has certified all items are in strict compliance with the contract documents.

The Contractor, and Polk County Conservation Construction/Maintenance Manager shall mutually agree on a date/time for a final inspection and both will be present at the job site during said process.

The Construction/Maintenance Manager will present the Contractor a list of items not meeting contract requirements. This list will be confirmed in writing and all items listed must be made acceptable before final payment will be made.

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**PART V
SCOPE OF WORK**

5.0 SCOPE OF WORK (General):

- See Plans and Technical Specification provided by Shive-Hattery.
- 3 specific areas to be addressed are noted on plan as:
 1. North Access Area Improvements.
 2. Peninsula Improvements.
 3. 3 Season Shelter.
- Clearing and Grubbing.
- Earthwork, Grading, for roads, parking lots, shelter and restroom sites.
- HMA removal.
- Re-compacted subgrade.
- Modified sub-base.

NOTE: Polk County Conservation to provide the following:

- Storage area for equipment and materials, trees, brush, spoils, dirt and clay.
- No Grading Permit is required.
- NPDES, SWPPP, erosion control, seeding by – OTHER.
- Survey, staking by – Shive-Hattery.
- Soils and compaction testing by – Terracon.

BID PROPOSAL FORM
FOR
GRADING, CLEARING, GRUBBING FOR, PARK ROADS, PARKING LOTS,
SHELTER, RESTROOM SITES, ROAD, LOT, SUBGRADE AND SUBBASE
AT
FORT DES MOINES PARK

Type of Work Earth work, Site and Road work Project No. ITB CMO 2015-013

Letting Date December 9, 2015 Park/Area Fort Des Moines Park

Location North Access Area, Peninsula Area, 3 Season Shelter Area

Description of Work: **GRADING, CLEARING, GRUBBING FOR, PARK ROADS,**
PARKING LOTS,
SHELTER, RESTROOM SITES, ROAD, LOT, SUBGRADE AND SUBBASE

DBE Goal (%)	Amount of Proposal Guarantee	Working Day Contracts		Calendar Date Contracts	Liquidated Damages Per Day
		Working Days	Start Date	Completion Date	
ZERO	100% Bond	N/A	TBD	April 30, 2016	NONE

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit process stipulated herein; that the bidder proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all “extra work” required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such “extra work” or, if prior agreement cannot be reached, to

perform the work on a “force-account basis” as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Enclosed herewith is a certified check, credit union share draft, cashier’s check, bank draft on a solvent or a bid bond in the penal sum of 5% of the lump sum bid shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of the Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in the Proposal Notice and the DBE Contract Provisions (if a DBE goal has been set).

Proposal of _____
Name of Bidder

Street Address

City

State

Zip Code

Federal Tax I.D. No. _____

Signature shall be by authorized agent. If joint venture, each shall sign.

Signature

Date

Signature

Date

SCHEDULE OF PRICES

Project No. ITB CMO 2015 – 013 Park/Area Fort Des Moines Page No. 1

Unit Price Work: Unit Prices have been computed in accordance with the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

UNIT BIDS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

#	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Mobilization	1	LS		
2	Clearing & Grubbing	1.9	AC		
3	HMA Removal & Disposal	1,722	SY		
4	Tree Removal	25	EA		
5	Earthwork	5,926	CY		
6	Modified Subbase	1,168	CY		

TOTAL AMOUNT BID _____

**POLK COUNTY GOVERNMENT
INSURANCE AND
CERTIFICATE REQUIREMENTS
REQUIREMENTS.**

The contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority (**POLK COUNTY**) shall be named as "Additional Insured," using the following language: "**POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns.**"

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and the Contracting Authority, its agents and representatives, as "Additional Insureds."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by the Contracting Authority, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by the Contracting Authority. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards. Insurance policies filed with the Contracting Authority shall state that thirty (30) calendar days prior written notice will be given to the Contracting Authority before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Contracting Authority prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor. Page 2

TYPES OF INSURANCE

A. Workers' Compensation and Employers' Liability. This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability

- a. **\$500,000 Per Accident**
- b. **\$500,000 Disease, Policy Limit**
- c. **\$500,000 Disease, Each Employee**

B. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate **\$ 2,000,000**
Products-Completed Operations Aggregate **2,000,000**
Personal & Advertising Injury **2,000,000**
Each Occurrence **2,000,000**
Fire Damage (Any one Fire) **100,000**
Medical Expenses (Any One Person) **5,000**

\$2,000,000 combined single limit liability coverage will meet the requirement

C. Automobile Liability. This insurance shall be written in comprehensive form and

shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor.

The liability limits shall not be less than the following:

\$1,000,000 CSL (Combined Single Limit) per accident Page 3

D. Excess Liability Umbrella. The Contractor shall procure and maintain, during the life of this contract **\$1,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of **\$2,000,000** the General Liability and Automobile & Employers Liability.

E. Builders Risk Insurance. Coverage shall be equal to 100 per cent of the replacement cost of all proposed construction (when applicable).

F. Subcontractors. The contractor shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.

G. Performance Bond. A bond for the faithful and timely completion of the entire proposal must be provided with a limit of 100 percent of the contract sum **(when applicable)**.

H. Liquor Liability. Comprehensive liquor liability coverage shall be purchased with limits not less than **\$1,000,000**. **This coverage is mandatory when the contractor/vendor will be serving alcohol for consumption.**

MISCELLANEOUS.

A. Cost of Insurance. The Contracting Authority shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.

B. Personal Liability of Public Officials. In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of the County Board thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of the County Board, it being understood that in such matters they act as the agent and representative of the County Board.

C. Non-Waiver of Legal Rights. The Contracting Authority shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

The Contracting Authority shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by the Contracting Authority, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Contracting Authority shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

D. Litigation for Claims and Save Harmless Clause. The Contractor shall indemnify and hold harmless the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, and Assigns from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person(s), or property because of any act, omission, or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work.

The Contractor shall also hold the Contracting Authority, Board of Supervisors, Elected Officials, Employees, and their Assigns harmless from all claims for damages arising from any neglect, default, or mismanagement or omission of the Contractor, any subcontractor(s), agent, or employee in the performance of any duties imposed by this contract, or by law. If any litigation on account of such claims shall be commenced against the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns, the Contractor, upon notice thereof from the Contracting Authority, shall defend the same at their cost and expense; and the record of any judgement rendered against the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns to recover the full amount thereof, with interest and costs, and attorney's fees incurred by said Contracting Authority. The right of action therefore shall accrue to the Contracting Authority as soon as judgement shall have been rendered, whether the Contracting Authority shall have paid the amount or not.

THE CONTRACTOR IS REQUIRED TO BE IN ACCORDANCE WITH ALL O.S.H.A. SAFETY

GUIDELINES AND REGULATIONS AT ALL TIMES DURING THE CONTACT PERIOD. Page 5

**POLK COUNTY GOVERNMENT
CERTIFICATE OF INSURANCE
REQUIREMENTS.**

Certificates of Insurance are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Board of Supervisors for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and show **POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns**, as “Additional Insured.”

The following statements are requirements and should aid in the preparation of an acceptable certificate. The statement numbers refer to the circled numbers on the sample certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The Name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The insurance companies affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (**4a**) must be placed along the corresponding insurance coverages (**4b**).
5. All Certificates shall state that XCU Coverage is included. (If applicable)

The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.

6. General Liability:

General Aggregate **\$2,000,000**

Product Completed Operations Aggregate **\$2,000,000**

Personal & Advertising Injury **\$2,000,000**

Each Occurrence **\$2,000,000**

Fire Damage (Any one fire) **\$ 100,000**

Medical Expense (Any one person) **\$ 5,000**

(\$2,000,000 per occurrence single limit will meet the requirement)

7. Automobile Liability: \$1,000,000

Each Accident **Combined Single Limit**

8. Workers' Compensation:

- Statutory Benefits
- Employers' Liability (Coverage B) **\$ 500,000** Page 6

9. Excess Liability Umbrella \$1,000,000

10. Builders Risk

a. Shall be equal to 100 per cent of replacement cost of construction.

(When Applicable)

11. Performance Bond

a. For the faithful and timely completion of the entire proposal with a limit of 100 percent of the contract sum

(When Applicable)

12. Liquor Liability \$1,000,000

a. Mandatory for contractors/vendors who serve alcohol for consumption

13. Policy numbers for all policies must be included

14 Policy effective dates for all policies must be included

15. Policy expiration dates must be included.

16. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require **“POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns”** to be additionally insured.

17. POLK COUNTY GOVERNMENT must clearly and explicitly be shown the Certificate Holder.

18. The Cancellation Clause must read exactly as follows:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left.”

19. All certificates of insurance must be signed by an authorized representative.

20. In order to preserve the governmental immunities available as defenses to

contractor (or Licensor) and its officials and employees, any insurance policy must contain an endorsement with the following language:

“The Company and the Insured expressly agree and state that the purchase of this policy of insurance by the Insured does not provide coverage for torts specified in Iowa Code 670.4, and that the Insured does not waive any of the defenses of governmental immunity available to the Insured under Iowa Code 670.4 as it now exists and as it may be amended from time to time. The Company and the Insured further expressly agree and state that the Insured may, at any time, assert any of the governmental immunity defenses available to it without affecting the coverage afforded under this policy