



**THE CITY COUNCIL OF WATERLOO, IOWA
SPECIAL SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Thursday, February 6, 2025
3:00 PM**

**CITY OF WATERLOO
COMMUNITY VISION PLAN**

1. Fly the W: To develop a sense of pride and relationship between residents and the City of Waterloo, and then leverage that pride to communicate the City's attributes to external audiences.
2. Elevate Housing: Redevelop, renovate, or improve 800 residences in Waterloo in eight years by providing access to capital.
3. Celebrate and Connect Neighborhoods: To leverage Waterloo's rich tradition of neighborhoods by celebrating and connecting them with the community and region at large.
4. Waterloo Works: Grow a diverse and skilled workforce in Waterloo that connects people and employers for mutual growth.
5. Crossroads Doubledown: Re-energize the Crossroads Mall area into a sports/recreation-themed gravitational center.
6. Power Up Downtown: Keep Waterloo's core downtown evolving to meet the needs of future generations, supporting and showcasing arts and cultural opportunities and creating an experience like no other.
7. Sportstown USA: To generate excitement, develop youth, and drive investment and economic impact from year-round visitors.
8. Community of Opportunity: Eliminate barriers that keep Waterloo residents, and the community as a whole, from reaching its true potential, creating an equitable, thriving, and sustainable community for future generations. Waterloo is a Community of Opportunity, where everyone can prosper.

GENERAL RULES FOR PUBLIC PARTICIPATION SPECIAL SESSION AGENDA

- A. Iowa Code Chapter 21 gives the public the right to attend council meetings, but it does not require cities to allow public participation except during public hearings. The public is required to follow the rules listed in this article when speaking during any meeting of the city council.
- B. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their name, address, and group affiliation, if appropriate, and speak clearly into the microphone.

- C. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.
- D. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

GENERAL RULES FOR PUBLIC COMMENT

- A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. Individuals shall only speak on matters not listed on the regular agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.
- B. Council members may speak during public comment portion of the agenda after the public has finished speaking
- C. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

Individuals may speak during the public comment portion of a scheduled public hearing for a maximum of three (3) minutes or may submit written comments to the city clerk by four o'clock (4:00) P.M. on the day of the public hearing. Groups of citizens with similar viewpoints are encouraged to select a representative to share the viewpoint of the group.

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

At the discretion of the presiding officer, individuals may speak for a maximum of three (3) minutes when the council discusses agenda items. This section does not apply to businesses or parties directly involved in agenda items.

Roll Call.

Approval of Agenda

OTHER COUNCIL BUSINESS

1. Motion to approve Change Order No. 2 with D.W. Zinser Co., Inc., of Walford, Iowa, in an amount not to exceed \$113,400, to load, haul, and dispose of regulated asbestos containing material (RACM) in conjunction with property located at 123 E. Parker Street (Saint Mary's Villa) under Contract No. D-2024-10-02P, and authorizing the Mayor to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Planning & Zoning Department

MEETING DATE

February 6, 2025

AGENDA ITEM TITLE

Motion to approve Change Order No. 2 with D.W. Zinser Co., Inc., of Walford, Iowa, in an amount not to exceed \$113,400, to load, haul, and dispose of regulated asbestos containing material (RACM) in conjunction with property located at 123 E. Parker Street (Saint Mary's Villa) under Contract No. D-2024-10-02P, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo entered into demolition contract D-2024-10-02P with D.W. Zinser Co., Inc on December 2, 2024 with a total contract amount of \$339,900. This contract includes two properties, 2127 E 4th Street (Saint Mary's Church and School) and 123 E Parker Street (Saint Mary's Villa).

The contractor started demolition work but encountered asbestos material. Demolition work was halted, and the site inspected by the Iowa Department of Natural Resources. Working with the Demolition contractor and the DNR, we had additional testing done, which determined that there some asbestos material in both buildings that had been missed by the asbestos testing and asbestos abatement contractors. Additional identified asbestos includes pipe wrap in current demolition piles and throughout the Villa Building in the not yet demolished portions, as well as two roof areas of the Church and School building. The asbestos material and all adjacent material/debris that has potentially been contaminated with the asbestos material has to be carefully removed as regulated asbestos containing material (RACM). On 2/3/25, Council approved Change Order No. 1, with a maximum amount not to exceed of \$45,360. That change order included additional cost of \$168 per ton to remove the RACM material, estimated to be a maximum of 270 tons, with the cost to remove not to exceed a maximum of \$45,360. With that change order, Zinser was able to remove RACM debris from the existing debris piles for the portions of both buildings that had already been demolished, but have already hit the maximum cap of 270 tons provided for by Change Order No. 1.

In consultation with Zinser, Terracon (the asbestos expert that the City hired to monitor the demolition activity), and the DNR, it has been determined that the remaining portion of the Villa building (123 E Parker Street) will not be feasible to safely abate the remaining asbestos material, therefore the remaining portion of the Villa will need to be demolished as RACM. Zinser is estimating a maximum amount of 675 tons of RACM material, and is requesting approval of Changer Order No. 2 at a cost of \$168 per ton, with a maximum amount not to exceed \$113,400 based on the maximum estimated tonnage of 675 tons. Zinser and Terracon will track all RACM loads, so if the tonnage ends up being less than what is estimated, the cost could come in lower than the maximum amount. This will include RACM material for the Villa building (123 E Parker St), but does not include concrete

related to the basement or footings of the building. Once demolition and removal of RACM material is complete, Zinser will work with Terracon and the DNR to see if that material will be able to be done as non-RACM (which would not require any additional change order. This change order does not include any additional RACM costs for the Church and School building (2127 E 4th St). Terracon has taken additional samples for testing, and once results of those are back, further evaluation will be needed to determine what portion of that building will require to be removed as RACM, and what will be able to be taken as non-RACM. Any required to be removed as RACM will require an additional change order. The actual amount of this change order will depend on the actual tonnage that is taken as RACM, but based on the maximum amount of \$113,400, plus the amount of \$45,360 for Change Order No. 1, this would provide for new revised total contract amount of not to exceed \$498,660.00. This amount is now above the original project estimate of \$400,000 and second lowest bidder on the project, which was \$468,000, however the project was bid as non-RACM based on the buildings having been tested and abated for asbestos, so other bidders would also not have known that asbestos would be present, so change orders would have been unavoidable with other bidders as well.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

HUD funds and TIF funds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Change Order 2 02-05-25
2. DW Zinser Co - Demolition Contract D-2024-10-02P - 12-2-2024
3. St. Marys additional asbestos testing
4. Change Order 1 01-30-25
5. Ordered RACM demolition 123 E Parker St
6. Narrative
7. 13257010 St Mary's Villa RACM Review

D.W. ZINSER COMPANY

Demolition & Dismantling

Member National Demolition Association

1775 Commercial Drive, PO Box 398, Walford, Iowa 52351

Phone 319-846-8090 Fax 319-846-3351

Demolition Proposal – Change Order No. 2

Date: February 5th, 2025

Project: St. Mary's Demolition, Waterloo, Iowa Contract No. D-2024-10-02P

Mr. Aric Schroeder
City of Waterloo Iowa
715 Mulberry Street
Waterloo, Iowa 50703

Mr. Schroeder,

D.W. Zinser Company proposes to complete the following:

Load, haul and dispose of identified asbestos material to the Blackhawk County Landfill, at a cost of \$168 per ton. This cost is not to exceed a maximum of \$113,400 (based on an estimated maximum of 675 tons).

The above estimated cost is for the Villa Building (123 E Parker). This estimated tonnage does not include concrete related to basement and footings. We will clean up site and have a determination if that specific material can go as Non-ACM per DNR.

I feel this accurately addresses the tonnage of the material currently at the site. Please keep in mind that the Iowa DNR has final say and approval that all ACM material have been removed once completed. It is understood that if additional asbestos containing material is discovered beyond what is currently identified, additional change orders may be required.

We could continue work immediately upon approval by the City of Waterloo.

David Zinser
President
D.W. Zinser Company Inc.

CONTRACT D-2024-10-02P
CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[No Regulated Asbestos Containing Materials (No RACM)] - 2127 E 4th Street and 123 E Parker Street

This Contract for Demolition and Site Clearance Services (no RACM) (the “Contract”) is entered into as of December 2, 2024 by and between the City of Waterloo, Iowa (“City”) and D.W. Zinser Co., Inc. (“Contractor”).

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Term and Services. For the period of December 2, 2024 thru May 30, 2025, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

Contractor shall provide the above services at the cost set forth in Contractor’s RFB response, except by written amendment as provided herein. Contractor’s request for payment for services authorized under this Contract shall be submitted in accordance with the Contract Documents and will be paid within forty-five (45) days after receipt of an original invoice and after such services are delivered and accepted and all necessary supporting documentation is submitted. Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for all work performed, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the specifications.

2. Contract Documents. The following documents (collectively, the “Contract Documents”) are hereby incorporated by reference as though set forth herein in full:

- a. Request for Bid
- b. Addenda (if any)
- c. Response (Bid) from Contractor
- d. Specifications for Demolition and Site Clearance

In the event of conflict between the provisions of the Contract Documents and this Contract, the provisions of this Contract shall prevail.

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed **\$339,900** as provided in the Bid Tabulation that is part of Contractor’s RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

3. Approval; Timing of Work. Contractor shall not begin work on any demolition until after the Contract has been approved by the city council and the Contractor has been issued a Notice to Proceed. The Contractor shall complete the Project in an expeditious manner and shall commence work in a timeline consistent with the term of the Contract. The Contractor shall be responsible for providing the City's Representative with a minimum of 24 hours advance notification prior to commencing demolition activity with respect to any property. The site shall be completely fenced, and secured when left unattended. If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor's reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that time is of the essence of this Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of Contract.

4. Performance Bond. Contractor will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price and shall be issued by a responsible surety acceptable to the City. The bond shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this Contract.

5. Indemnity. Except as to any negligence of City, its officials, officers, employees or agents, in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but not limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in providing the services contemplated by this Contract. This will include but is not limited to actions or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operation under this Contract, whether by itself or by any subcontractor or anyone directly or indirectly employed by any of them. Contractor is not and shall not be deemed an agent or employee of the City.

6. Property Damage. Contractor shall be responsible for all damage to public or private property. Contractor shall have one responsible person at the job site at all times when demolition activities are undertaken. Contractor shall keep a report of all damage. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

7. Default; Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default hereunder and may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;
- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. declare a default of this Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Contract;
- d. terminate this Contract by delivery to Contractor of written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

8. Termination for Convenience. This Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time by delivering to Contractor 10-days' advance written notice of intent to terminate.

9. Non-Assignable Duties. Contractor may not assign its duties hereunder without the prior written consent of City.

10. Independent Contractor. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venture of City. Contractor has no power or authority to enter into contracts or agreements on behalf of City. City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it performs the work specified by City. City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments, which it owes Contractor. Neither Contractor nor its employees, if any, shall be entitled to receive any benefits which employees of City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, pension, or any benefits of any type or nature whatsoever on account of their work for City. Contractor shall be solely responsible for compensating its employees, if any.

11. Anti-Discrimination. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.

12. Severability. In the event any provision of this Contract, together with the Contract Documents, is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Contract shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any provision of this Contract is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

13. General Terms. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except pursuant to the mutual written agreement of the parties. This Contract is binding on the parties and the heirs, personal representatives, successor and assigns of each. Time is of the essence in the performance of the terms hereof.

This Contract is also subject to the following additional Contract requirements:

Certifications:

By execution of this Agreement, the Contractor certifies that all contractors, subcontractors, and/or eligible suppliers to be used on the Project are eligible to participate in the federal Community Development Block Grant Program, and that they are not on any debarred, suspended, or ineligible list.

Domestic Preference for Procurement

As appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.

PERSONNEL AND PARTICIPANT CONDITIONS

Civil Rights Compliance

The Contractor agrees to comply with Chapter 216 (State Civil Rights) of the Iowa Code and with Title VI of the Civil Rights Act of 1962 as amended Title VIII of the Civil Rights act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Order 11375, 11478, 12107, and 12086.

Nondiscrimination

The Contractor agrees to comply with the non- discrimination in employment and contracting opportunities laws, regulations and executive orders reference in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non- discrimination provisions in Section 109 of the HCDA are still applicable.

Section 504

The Contractor agrees to comply with all Federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973. (29 U.S.C. 794) which prohibits discrimination against individuals with disabilities or handicaps in a federally assisted program. The Contractor confirms that no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excused from participation in, be denied benefits of or be subjected to discrimination. This does include, but is not limited to, housing, employment and the delivery of services and programs.

Affirmative Action

Affirmative Action Plan

The Contractor agrees that it shall be committed to carry out affirmative action marketing in keeping with the principles as provided in Presidents Executive Order 11246 of September 24, 1966.

No person shall be excluded from or denied benefits of the Contractors service on the basis of age, race, color, religion, creed, national origin, sex, marital status, disability or sexual orientation. All current and prospective project beneficiaries must, however be in need of the programs provided by the Contractor.

The Contractor shall comply with requirements set forth in 24 CFR 570.601.

Women and Minority Owned Business Based (WBE/MBE)

The Contractor will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in this contract , the terms small business means a business that meets the criteria set forth in section 3(a) of the Small Business Act , as amended (15 U.S.C. 632) and minority and women's business enterprise means a business at least 51% owned and controlled by a minority group or women.

Equal Opportunity and Affirmative Action Statement

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

Subcontract Provisions

The Contractor will include the provisions of Civil Rights and Affirmative Action in every sub contract, so that such provisions will be binding upon each of its own sub-contractors.

Employment Restrictions

Prohibited Activity

The Contractor is prohibited from using funds proved herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying; political patronage or nepotism activities.

Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5.

The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

See Attachment 2 for Davis-Bacon Wage information for this project.

Section 3 Clause Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Contractor and any of the Contractors subcontractors. Failure to fulfill these requirements shall subject the City, the Contractor, and any of the Contractor's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Contractor further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint

hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

See Attachment 1 for full Section 3 Contract Requirements.

Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Conduct

Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City. Any assignment made without consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

The Contractor agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

No employee, officer, or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties.

For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Contractor, or any designated public agency.

Lobbying

The Contractor hereby certifies that:

No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise therefrom.

No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with review, approval, or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement, while in office and for one year after holding the position.

No federal funds appropriated under this Agreement shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence a member of Congress an officer or employee of Congress or any federal agency in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract , loan, grant or Agreement

Copyright

If this agreement results in any copyrightable material or inventions, the City reserves the right to royalty- free, nonexclusive and irrevocable license to reproduce, publish, or other wise use and to authorize others to use, the work or materials for governmental purposes.

Religious Activities

The Contractor agrees that funds provided under this Agreement will not utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

ENVIRONMENTAL CONDITIONS

Air and Water

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq.;

Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

Lead-Based Paint

The Contractor shall comply with requirements of the Federal regulations concerning the Lead-Based Paint Poisoning Prevention Act and HUD regulations there under:

Department of Housing and Urban Development (24 CFR Part 35) Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, and Environmental Protection Agency (40 CFR Part 745) Lead; Requirements for Hazard Education before Renovation of Target Housing.

Historic Preservation

The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. Failure to complete Historic Preservation Review prior to any choice limiting actions on the project will result in the project being ineligible for reimbursement.

Environmental Review

The Contractor shall comply with all applicable environmental review requirements of HUD. The City shall prepare and submit the environmental review. Upon completion of the review the Contractor will be notified when the project may proceed. Failure to complete an Environmental Review prior to any choice limiting actions on the project will result in the project being ineligible for reimbursement.

SEVERABILITY

If one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable, the provisions of this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP

The City shall not be liable to the Contractor, or to any party, for completion of or failure to complete any improvements which are part of the Project. Nothing contained in this Agreement, nor any act or omission of the City or the Contractor, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Contractor involvement with the City.

RESPONSIBILITY FOR PROGRAM REGULATIONS

The Contractor is responsible for all regulations contained in 24 CFR Part 570 as it may be amended from time to time. The City shall attempt to forward copies of the updated regulations as they become available, however, the Contractor shall be ultimately responsible for securing said updates.

Build America, Buy America Act

The Contractor shall comply with the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub.L 177-58.

In general this states that all products must meet BABA requirements. The Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that the manufacturer will comply with BABAA must be included in the bid submission.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that all materials has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

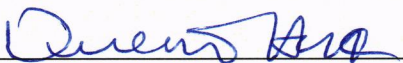
SECTION HEADINGS AND SUBHEADINGS

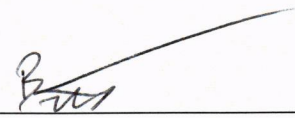
The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

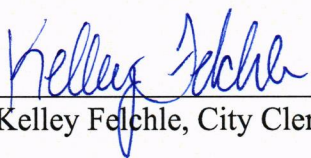
IN WITNESS WHEREOF, the parties have executed this Contract for Demolition and Site Clearance Services as of the date first set forth above.

CITY OF WATERLOO, IOWA

D.W. ZINSER COMPANY, INC

By: 
Quentin Hart, Mayor


Brent Tegels

Attest: 
Kelley Felchle, City Clerk

ATTACHMENT 1

SECTION 3 CONTRACT REQUIREMENTS [24 CFR 75]

(24 CFR 75 is applicable to HUD-funded projects awarded ON or AFTER to November 30, 2020)

1. **Section 3 of the Housing and Urban Development Act of 1968:** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. **Contractor Certification of Compliance:** The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR 75 regulations.
3. **Contract Language Requirement:** The contractor agrees to include this Section 3 Contract Requirements clause in every sub-contract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 Contract Requirements clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 75. The contractor will not sub-contract with any subcontractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 75.
4. **Contracting Requirements:** To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure contracts and sub-contracts for work awarded in connection with the project are awarded to business concerns that provide economic opportunities to Section 3 Workers; and where feasible in the following order of priority: (1) Section 3 Business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the HUD funded assistance is provided/in which the HUD funded/CDBG project is occurring; and (2) YouthBuild programs.
5. **Employment and Training Requirements:** To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall ensure employment and training opportunities generated in connection with the project are filled by Section 3 Workers; and where feasible, in the following order of priority: (1) low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the CDBG assistance is expended (i.e., in which the CDBG project is occurring); and (2) participants in YouthBuild programs.
6. **Section 3 Definitions [24 CFR 75]:** Definitions for Section 3 terms per 24 CFR 75 are as follows:
Section 3 Worker: An employee who currently fits (if hired more than five (5) years before starting work on the CDBG project), or fit at the time of hire (if hired within five (5) years of starting work on the CDBG project), at least one (1) of the following categories: (1) is employed by a Section 3 Business concern; or (2) is a low- or very low-income resident (i.e., a local person living within the Section 3 service area as defined in 24 CFR 75.5, with an individual annualized income at the time of hire (if hired within five (5) years of starting work on the CDBG project), or currently as of date of starting work on the project (if hired more than five (5) years before starting work on the CDBG project) that was/is at or below the low income (80%) threshold established by HUD for a Family of 1 for the county in which the person lives) [Note: The HUD income threshold must be from the HUD Income Limits for the CDBG program that are in effect at the time of hire (if hired within five (5)

years of starting work on the CDBG project), or currently in effect as of the date the worker started work on the CDBG project (if hired more than five (5) years prior to starting work on the CDBG project). The HUD Income Limits are updated annually, typically in March or April.]; or (3) is a YouthBuild participant.

Targeted Section 3 Worker: An employee who is employed by a Section 3 Business concern; or who currently fits (or when hired fit) at least one (1) of the following categories as documented within the past five (5) years: (1) lives/lived within the Section 3 service area or the neighborhood of the CDBG project as defined in 24 CFR 75.5; or (2) is a YouthBuild participant.

Section 3 Business concern: A business that fits at least one (1) of the following categories: (1) 51% or more owned by low- or very low-income persons; or (2) 75% or more of the labor hours are performed by low- or very low-income persons; or (3) 51% or more owned by current residents of public housing or Section 8-assisted housing.

Section 3 Service Area: An area within one (1) mile of the CDBG project's location (i.e., street address); or an area within a circle centered around the CDBG project site that encompasses 5,000 people [if less than 5,000 people live within a one (1) mile radius of the CDBG project site].

7. Reporting Labor Hours: CDBG Grantee and contractors and sub-contractors for the CDBG project shall report all worker (see exception on next page)* labor hours on the project as follows: (1) the total number of labor hours worked; (2) the total number of labor hours worked by Section 3 Workers; and (3) the total number of labor hours worked by Targeted Section 3 Workers. The labor hours reported shall include the total number of labor hours worked on the financially assisted project by workers employed by the CDBG Grantee, and employed by their contractors and sub-contractors, during the reporting period specified by HUD and the State CDBG Program. The labor hours reported may be based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. [Note: Construction contractors required to maintain certified payroll records to meet federal labor standards requirements shall report actual work hours as reported on the certified payroll records.]

**Exception for positions that require an advanced degree or professional certification: Reporting of hours for positions requiring an advanced degree or professional certification is not required, but the hours may be reported to demonstrate Section 3 "best efforts". The CDBG Grantee, contractors and sub-contractors may report the labor hours by Section 3 Workers and Targeted Section 3 Workers without including labor hours from employees in positions requiring an advanced degree or professional certification in the total number of labor hours worked, but if the contract covers both work requiring an advanced degree or professional certification and other work, the labor hours for the other work under the contract that are not from employees in positions requiring an advanced degree or professional certification must still be reported.*

8. Section 3 Benchmarks: The HUD Section 3 Final Rule (24 CFR 75) establishes "safe harbor" benchmarks that are quantitative benchmarks and prioritized qualitative efforts that funding recipients must complete to assist low- and very low-income persons with employment and training opportunities: (1) 25% or more of all labor hours worked must be worked by Section 3 Workers; and (2) 5% or more of all labor hours worked must be worked by Targeted Section 3 Workers. If the "safe harbor" benchmarks are not met over the course of the project, then the CDBG Grantee and contractors and sub-contractors for the CDBG project shall provide evidence of completing qualitative efforts to assist low- and very low-income persons with employment and training opportunities. Supporting documentation of these completed efforts must also be maintained in the CDBG Grantee's and contractors' CDBG project files, to be made available upon request for monitoring purposes.

9. Demonstrating Best Efforts: When the Section 3 benchmarks are not met, the CDBG Grantee and contractors and sub-contractors for the CDBG project shall demonstrate and report qualitative efforts made in an attempt to meet the benchmarks, which may include but are not limited to the following:

- (1) Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- (2) Provide training or apprenticeship opportunities.
- (3) Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Hold one or more job fairs.
- (6) Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provide assistance to Section 3 Workers to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assist Section 3 Workers to obtain financial literacy training and/or coaching.
- (9) Engage in outreach efforts to identify and secure bids from Section 3 Business concerns.
- (10) Provide technical assistance to help Section 3 Business concerns understand and bid on contracts.
- (11) Divide contracts into smaller jobs to facilitate participation by Section 3 Business concerns.
- (12) Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business concerns.
- (13) Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Conduct outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

10. Recordkeeping & Reporting: The CDBG Grantee and contractors and sub-contractors for the CDBG project shall maintain all records demonstrating compliance with 24 CFR 75, including contracting information and documents, worker income certifications (for Section 3 Worker status determinations), and worker labor hours on CDBG project; and provide data and reporting documents as requested and required by the State CDBG Program and/or HUD. Grantee and contractor records may be monitored for compliance by the State CDBG Program and/or HUD.

11. Non-Compliance: Non-compliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12. Indian Housing Assistance Project Specifications: With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

****** This language is required to be included in contracts and sub-contracts for a HUD funded project that are funded in whole or in part with the federal dollars, and the CDBG/HUD Funded Award to the Grantee is greater than \$200,000 and awarded 11/30/2020 or later, and the CDBG/HUD Funded Project includes construction (including building/structural rehabilitation) and/or demolition activities. CDBG projects awarded on or after 11/30/2020, for which the CDBG/HUD funded Award is less than \$200,000 and/or for which Planning, Public Services, or Financial Assistance (e.g., loans for economic development) are the only activities, with no construction and no demolition in the project scope of work, are not subject to these Section 3 requirements and reporting. Insertion of this Section 3

Clause is strongly recommended to be included in ALL contracts and sub-contracts for a HUD funded project that is subject to Section 3 requirements, regardless of the funding source for the specific contract, to help avoid issues with compliance and reporting later in the project cycle if the funding source changes. All subcontractors of a prime contractor that is funded in whole or in part with CDBG/HUD funding are subject to the same Section 3 requirements as the prime contractor.

ATTACHMENT 2

"General Decision Number: IA20240025 07/26/2024

Superseded General Decision Number: IA20230025

State: Iowa

Construction Type: Residential

Counties: Black Hawk, Bremer and Grundy Counties in Iowa.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is

Executive Order 14026 generally applies to the contract.

renel-Jed or extended (e.g., an). The contractor must pay option is exercised) on or all covered workers at after January 30, 2022: least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on . Executive Order 13658 lor between January 1, 2015 and generally applies to the January 29, 2022, and the contract. contract is not renewed or . The contractor must pay all extended on or after January covered workers at least 30, 2022: \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this Wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/01/2024
2	05/17/2024
3	06/14/2024
4	07/12/2024
5	07/19/2024
6	07/26/2024

BRIA0003-026 05/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 30.00	19.17

Rates

Fringes

23.95

	Rates	Fringes
ELECTRICIAN.,\$	35.39	15.59

Rates	Fringes
100%	100%
90%	90%
80%	80%
70%	70%
60%	60%
50%	50%
40%	40%
30%	30%
20%	20%
10%	10%
0%	0%

CLASS 1	\$ 36.75	17.90
CLASS 2	\$ 35.37	17.90
CLASS 3	\$ 33.04	17.90

CLASS 1 Backhoe (1 cy and over); Excavator

CLASS 2- Backhoe (under 1 cy); Bulldozer; Grader/Blade;
Loader; Scraper

CLASS 3- Bobcat/Skidsteer/Skid Loader; Rollers

Rates	Fringes
100%	100%
90%	90%
80%	80%
70%	70%
60%	60%
50%	50%
40%	40%
30%	30%
20%	20%
10%	10%
0%	0%

Common or General, Mason		
Tender - Brick, Mason		
Tender - Concrete,		
Pipelayer.....	\$21.00	15.62

Rates	Fringes
-------	---------

Common or General, Mason		
Tender - Brick, Mason		
Tender - Concrete,		
Pipelayer	\$ 23.88	17.35

Rates	Fringes
-------	---------

Common or General, Mason		
Tender - Brick, Mason		
Tender - Concrete,		
Pipelayer.....	\$ 28.61	16.80

Rates	Fringes
-------	---------

Rates ROOFER, \$ 29, 28

TEAM0238-002 05/01/2024

Fringes

17.53

Rates

Fringes

TRUCK DRIVER

Dump Truck.....\$ 32.66

17.17

Lm-iboy Truck.....\$ 32.81 17.17

* SUIA2008-022 09/05/2008

	Rates	Fringes
SHEETMETAL WORKER.....\$ 15.04 **		3.82

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/11hd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CSA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.H.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.H.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

Facility Name/Site Location					
			Former St. Mary's Waterloo		Inspected By: Travis Haas
Sample No	Material	Color	Location	Current Condition	Results
R1925-1	TSI	Brown	Rectory building exterior pile	Damaged	20%
R1925-2	TSI	Brown	Rectory building exterior pile	Damaged	20%
R1925-3	TSI	Brown	Rectory building interior basement	Good	20%
R1925-4	Plaster/Paint	Grey/White	Basement interior hallway rectory	Damaged	0%, 0%
R1925-5	Plaster/Paint	Grey/White	Basement interior hallway rectory	Damaged	0%, 0%
R1925-6	Plaster/Paint	Grey/White	Basement room in rectory	Damaged	0%, 0%
R1925-7	Tar	Black	Debris section SW corner of school believed to be upper parapet wall	Damaged	0%
R1925-8	Tar	Black	Debris section SW corner of school believed to be upper parapet wall	Damaged	0%
R1925-9	Tar	Black	Debris section SW corner of school believed to be upper parapet wall	Damaged	0%
R1925-10	Tar	Black	Debris section SW corner of school believed to be upper parapet wall	Damaged	0%
R1925-11	Tar	Black	Debris section SW corner of school believed to be upper parapet wall	Damaged	0%
R1925-12	Chalk Boards	Black	Class rooms by W 4th St	Damaged	0%
R1925-13	Chalk Boards	Black	Class rooms by W 4th St	Damaged	0%
R1925-14	Flashing	Black	Lower room, NW corner Gravel stop	Good	15%, 0%
R1925-15	Flashing	Black	Lower room, NW corner Gravel stop	Good	15%, 0%
R1925-16	Field	Black	Lower room, NW corner Gravel stop	Good	0%
R1925-17	Field	Black	Lower room, NW corner Gravel stop	Good	0%
R1925-18	Tar	Black	Tar on parapet wall SE pile	Good	10%
R1925-19	Tar	Black	Tar on parapet wall SE pile	Good	10%
R1925-20	Insulation	Grey/White	Attic insulation	Good	0%
R1925-21	Mag block	White	In pile SW debris pile	Sign. Damaged	8%/7%
R1925-22	Mag block	White	In pile SW debris pile	Sign. Damaged	8%/7%
R1925-23	Mag block	White	In pile SW debris pile	Sign. Damaged	8%/7%
			Sample 21, 22, 24 Amosite and Chrysotile		

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

0324712

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

Client: ADVANCED ENVIRONMENTAL Job# / P.O. #: 25-29491
Address: 803 RICKER ST Date Received: 01/13/2025
WATERLOO, IA 50703 Date Analyzed: 01/13/2025
Collected: 01/09/2025 Date Reported: 01/13/2025
Project Name: FORMER ST. MARY'S Submitted By: TRAVIS HAAS
Address: Collected By:
EPA Method: App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0324712-001 R1925-1	RECTORY BUILDING	TSI, Brown	Yes	Chrysotile 20%	Cellulose Fiber 70% Synthetic Fiber 5% Carbonates Non-Fibrous Binder/Filler 5%
0324712-002 R1925-2	RECTORY BUILDING	TSI, Brown	Yes	Chrysotile 20%	Cellulose Fiber 70% Synthetic Fiber 5% Carbonates Non-Fibrous Binder/Filler 5%
0324712-003 R1925-3	RECTORY BUILDING INTERIOR BASEMENT	TSI, Brown	Yes	Chrysotile 20%	Cellulose Fiber 70% Synthetic Fiber 5% Carbonates Non-Fibrous Binder/Filler 5%
0324712-004 R1925-4	BASEMENT INTERIOR HALLWAY RECTORY	LAYER 1 Plaster-Scratch Coat, Gray	No	None Detected	Quartz Gypsum Non-Fibrous Binder/Filler 100%
		LAYER 2 Plaster-Finish Coat, White	No	None Detected	Quartz Gypsum Non-Fibrous Binder/Filler 100%

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0324712

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

Client: ADVANCED ENVIRONMENTAL Job# / P.O. #: 25-29491
Address: 803 RICKER ST Date Received: 01/13/2025
WATERLOO, IA 50703 Date Analyzed: 01/13/2025
Collected: 01/09/2025 Date Reported: 01/13/2025
Project Name: FORMER ST. MARY'S Submitted By: TRAVIS HAAS
Address: Collected By:
EPA Method: App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0324712-005 R1925-5	BASEMENT INTERIOR HALLWAY RECTORY	LAYER 1 Plaster-Scratch Coat, Gray	No	None Detected	Quartz Gypsum Non-Fibrous Binder/Filler 100%
		LAYER 2 Plaster-Finish Coat, White	No	None Detected	Quartz Gypsum Non-Fibrous Binder/Filler 100%
0324712-006 R1925-6	BASEMENT ROOM IN RECTORY	LAYER 1 Plaster-Scratch Coat, Gray	No	None Detected	Quartz Gypsum Non-Fibrous Binder/Filler 100%
		LAYER 2 Plaster-Finish Coat, White	No	None Detected	Quartz Gypsum Non-Fibrous Binder/Filler 100%
0324712-007 R1925-7	DEBRIS SECTION SW CORNER OF SCHOOL	Tar, Black	No	None Detected	Fibrous Glass <1% Carbonates Quartz Non-Fibrous Binder/Filler 99%

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

0324712

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

Client: ADVANCED ENVIRONMENTAL Job# / P.O. #: 25-29491
Address: 803 RICKER ST Date Received: 01/13/2025
WATERLOO, IA 50703 Date Analyzed: 01/13/2025
Collected: 01/09/2025 Date Reported: 01/13/2025
Project Name: FORMER ST. MARY'S Submitted By: TRAVIS HAAS
Address: Collected By:
EPA Method: App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0324712-008 R1925-8	DEBRIS SECTION SW CORNER OF SCHOOL	Tar, Black	No	None Detected	Cellulose Fiber <1% Carbonates Quartz Non-Fibrous Binder/Filler 99%
0324712-009 R1925-9	DEBRIS SECTION SW CORNER OF SCHOOL	Tar, Black	No	None Detected	Fibrous Glass <1% Carbonates Quartz Non-Fibrous Binder/Filler 99%
0324712-010 R1925-10	DEBRIS SECTION SW CORNER OF SCHOOL	Tar, Black	No	None Detected	Carbonates Quartz Non-Fibrous Binder/Filler 100%
0324712-011 R1925-11	DEBRIS SECTION SW CORNER OF SCHOOL	Tar, Black	No	None Detected	Fibrous Glass 1% Cellulose Fiber <1% Carbonates Quartz Non-Fibrous Binder/Filler 98%
0324712-012 R1925-12	CLASS ROOMS BY W 4TH ST	Chalk Board, Gray	No	None Detected	Carbonates Gypsum Quartz Non-Fibrous Binder/Filler 100%

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Address: Collected By:
EPA Method: App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0324712-013 R1925-13	CLASS ROOMS BY W 4TH ST	Chalk Board, Gray	No	None Detected	Carbonates Gypsum Quartz Non-Fibrous Binder/Filler 100%
0324712-014 R1925-14	LOWER ROOM, NW CORNER GRAVEL STOP	LAYER 1 Flashing, Gray	Yes	Chrysotile 15%	Carbonates Quartz Non-Fibrous Binder/Filler 85%
		LAYER 2 Tar Paper, Black	No	None Detected	Fibrous Glass 35% Carbonates Quartz Non-Fibrous Binder/Filler 65%
0324712-015 R1925-15	LOWER ROOM, NW CORNER GRAVEL STOP	LAYER 1 Flashing, Gray	Yes	Chrysotile 15%	Carbonates Quartz Non-Fibrous Binder/Filler 85%
		LAYER 2 Tar Paper, Black	No	None Detected	Fibrous Glass 35% Carbonates Quartz Non-Fibrous Binder/Filler 65%

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Laboratory Report

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Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

Client: ADVANCED ENVIRONMENTAL Job# / P.O. #: 25-29491
Address: 803 RICKER ST Date Received: 01/13/2025
WATERLOO, IA 50703 Date Analyzed: 01/13/2025
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Project Name: FORMER ST. MARY'S Submitted By: TRAVIS HAAS
Address: Collected By:
EPA Method: App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0324712-016 R1925-16	LOWER ROOM, NW CORNER GRAVEL STOP	Field Tar, Black	No	None Detected	Fibrous Glass 15% Synthetic Fiber 5% Carbonates Quartz Non-Fibrous Binder/Filler 80%
0324712-017 R1925-17	LOWER ROOM, NW CORNER GRAVEL STOP	Field Tar, Black	No	None Detected	Fibrous Glass 20% Carbonates Quartz Non-Fibrous Binder/Filler 80%
0324712-018 R1925-18		Tar, Black	Yes	Chrysotile 10%	Carbonates Quartz Non-Fibrous Binder/Filler 90%
0324712-019 R1925-19		Tar, Black	Yes	Chrysotile 10%	Carbonates Quartz Non-Fibrous Binder/Filler 90%
0324712-020 R1925-20		Insulation, Gray/ White	No	None Detected	Cellulose Fiber 98% Gypsum Non-Fibrous Binder/Filler 2%

EMC LABS, INC.

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Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report
0324712

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP# 101926-0

Client:	ADVANCED ENVIRONMENTAL	Job# / P.O. #:	25-29491
Address:	803 RICKER ST	Date Received:	01/13/2025
	WATERLOO, IA 50703	Date Analyzed:	01/13/2025
Collected:	01/09/2025	Date Reported:	01/13/2025
Project Name:	FORMER ST. MARY'S	Submitted By:	TRAVIS HAAS
Address:		Collected By:	
		EPA Method:	App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0324712-021 R1925-21		Mag Block, White	Yes	Amosite 8% Chrysotile 7%	Carbonates Gypsum Quartz Non-Fibrous Binder/Filler 85%
0324712-022 R1925-22		Mag Block, White	Yes	Amosite 8% Chrysotile 7%	Carbonates Gypsum Quartz Non-Fibrous Binder/Filler 85%
0324712-023 R1925-23		Mag Block, White	Yes	Amosite 8% Chrysotile 7%	Carbonates Gypsum Quartz Non-Fibrous Binder/Filler 85%



Analyst - Matt Kettler



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. This report is for the exclusive use of the addressed client and will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of sixty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method(s) for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.

JOB#:

25-29491

NAME:

Former St. Mary's



Sample R1725-1: West building pipe insulation from demolished portion of building positive for asbestos.



Sample R1725-2: Pipe insulation from West building in demolished part of building positive for asbestos



Pipe insulation found in debris pile.



Sample R1725-3: Pipe insulation from interior of building, basement positive for asbestos. Taken from West addition not demolished yet.



Sample R1725-4: Plaster (paint) ceiling in basement negative for asbestos from West building.



Sample R1725-5: Plaster (paint) ceiling in basement negative for asbestos from West building.



Sample R1725-6: Plaster (paint) from west building basement negative for asbestos.



Painted plaster ceiling in basement of West building negative for asbestos.



Sample R1925-7: Tar on parapet wall, (debris) from SW addition, from larger building negative for asbestos.



Sample R1925-8: Tar on parapet wall, (debris) from SW addition from larger building negative for asbestos.



Sample R1925-9: Tar on parapet wall, (debris) from SW addition from larger building negative for asbestos.



Sample R1925-10: Tar on parapet wall, (debris) from SW addition from larger building negative for asbestos.



Sample R1925-11: Tar on parapet wall, (debris) from SW addition from larger building negative for asbestos.



Sample R1925-12: Chalk boards from SE classrooms larger building negative for asbestos.



Sample R1925-13: Chalk boards from SE classrooms larger building negative for asbestos.



Sample R1925-14: Flashing from lower NW roof positive for asbestos.



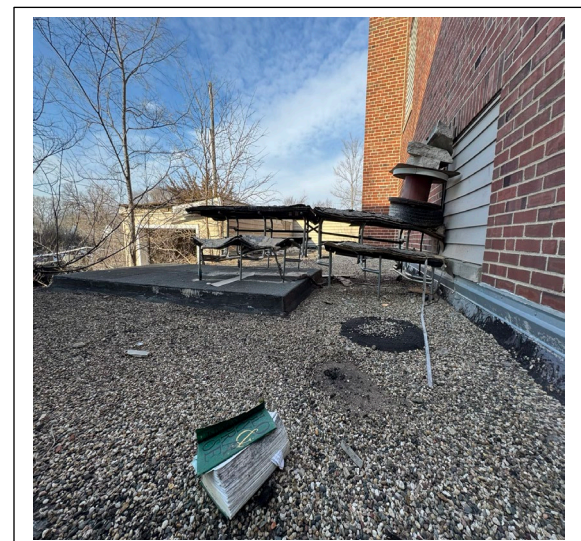
Sample R1925-15: Flashing from lower NW roof, larger building, positive for asbestos.



Sample R1925-16: Field from NW lower roof, larger building, negative for asbestos



Sample R1925-17: Field from NW lower roof, larger building, negative for asbestos.



NW lower room, larger building, flashing positive for asbestos.



Sample R1925-18: Tar on brick in SE debris pile positive for asbestos. (Believed to be from upper parapet wall, but unsure). Only one small section of brick found.



Sample R1925-19: Tar on brick in SE debris pile positive for asbestos. (Believed to be from upper parapet wall, but unsure). Only one small section of brick found.



Sample R1925-21: Mag pipe from SW addition of the larger building positive for asbestos.



Mag pipe from SW addition of the larger building positive for asbestos.



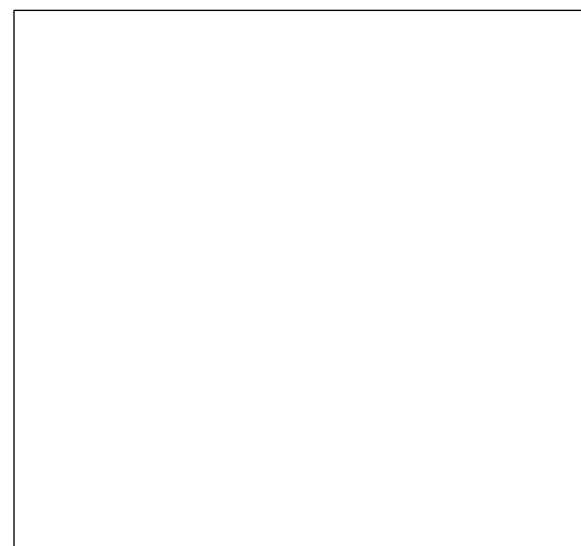
Sample R1925-22: Mag pipe in SW addition of larger building positive for asbestos.



Sample R1925-23: Mag pipe debris from SW addition of larger building positive for asbestos.



Mag pipe in debris pile SW addition of larger building.



D.W. ZINSER COMPANY

Demolition & Dismantling

Member National Demolition Association

1775 Commercial Drive, PO Box 398, Walford, Iowa 52351

Phone 319-846-8090 Fax 319-846-3351

Demolition Proposal – Change Order No. 1

Date: January 29th, 2025

Project: St. Mary's Demolition, Waterloo, Iowa Contract No. D-2024-10-02P

Mr. Aric Schroeder
City of Waterloo Iowa
715 Mulberry Street
Waterloo, Iowa 50703

Mr. Schroeder,

D.W. Zinser Company proposes to complete the following:

Load, haul and dispose of identified asbestos material to the Blackhawk County Landfill, at a cost of \$168 per ton. This cost is not to exceed a maximum of \$45,360 (based on an estimated maximum of 270 tons).

The identified asbestos containing material includes but no limited to pipe wrap in current demolition piles and throughout the Villa Building (123 E Parker). Also included in this identified material are the roof areas of the main building located at 2127 E 4th St.

I feel this accurately addresses the tonnage of the material currently at the site. Please keep in mind that the Iowa DNR has final say and approval that all RACM material have been removed once completed. It is understood that if additional asbestos containing material is discovered beyond what is currently identified, additional change orders may be required.

We could begin work immediately upon approval by the City of Waterloo.



David Zinser
President
D.W. Zinser Company Inc.



Order to Demolish – Unsafe Structure

To: Tom Wuehr, Iowa DNR

Date: 2/5/2025

RE: Order to demolish as unsafe structure, 123 E Parker Street

The Saint Mary's Villa building at 123 E Parker Street is under demolition contract by the City of Waterloo with D.W. Zinser Co. of Walford, Iowa, as a non-RACM demolition, as the building was tested and abated of asbestos containing material (ACM). However, after Zinser started demolition of the building, it was determined that additional ACM was present. The City of Waterloo had additional testing completed to verify that the site contains additional ACM. The City of Waterloo, in consultation with the demolition contractor as well as Terracon Consultants, Inc., who the City hired to perform asbestos consulting services (demolition monitoring and air quality monitoring), has determined that it is not safe or feasible to abate the additional ACM, so the City of Waterloo hereby orders the demolition of the remainder of the Saint Mary's Villa building at 123 E Parker Street as Regulated Asbestos Containing Material (RACM). D.W. Zinser Co. is prepared to proceed immediately with the RACM demolition work, and Terracon will continue to monitor the site. This demolition contract also includes the Saint Mary's Church and School building at 2127 E 4th Street, which was also partially demolished and additional asbestos materials identified. The disturbed ACM in the debris piles from what has already been demolished has been cleaned up as RACM material. The portion of the building that has not yet been demolished is having additional testing completed so that a determination can be made if any ACM can be abated and the remainder of the building then demolished as non-RACM. Please let me know if you have any questions or need any additional information pertaining to this demolition.

Respectfully,



Aric A. Schroeder,
City Planner

On 2/3/25, Council approved Change Order No. 1, with a maximum amount not to exceed of \$45,360. That change order included additional cost of \$168 per ton to remove the RACM material, estimated to be a maximum of 270 tons, with the cost to remove not to exceed a maximum of \$45,360. With that change order, Zinser was able to remove RACM debris from the existing debris piles for the portions of both buildings that had already been demolished, but have already hit the maximum cap of 270 tons provided for by Change Order No. 1. In consultation with Zinser, Terracon (the asbestos expert that the City hired to monitor the demolition activity), and the DNR, it has been determined that the remaining portion of the Villa building (123 E Parker Street) will not be feasible to safely abate the remaining asbestos material, therefore the remaining portion of the Villa will need to be demolished as RACM. Zinser is estimating a maximum amount of 675 tons of RACM material, and is requesting approval of Changer Order No. 2 at a cost of \$168 per ton, with a maximum amount not to exceed \$113,400 based on the maximum estimated tonnage of 675 tons. Zinser and Terracon will track all RACM loads, so if the tonnage ends up being less than what is estimated, the cost could come in lower than the maximum amount.



3105 Capital Way, Suite 5
Cedar Falls, IA 50613
P (319) 277-4016
F (319) 277 4320
Terracon.com

February 6, 2025

City of Waterloo, Iowa
715 Mulberry Street
Waterloo, Iowa 50703

Attn: Mr. Aric Schroeder
E: aric.schroeder@waterloo.ia.org

Re: Former St. Mary's Villa Regulated Asbestos Containing Materials Review
123 Parker Street
Waterloo, Iowa
Terracon Project No. 13257010

Dear Aric:

As discussed in the February 5, 2025, conference call between the City of Waterloo, Iowa (City), D.W. Zinser Company, Inc. (Zinser), and Terracon Consultants, Inc. (Terracon), an ordered of demolition of the former St. Mary's Villa located at 123 East Park Street in Waterloo, Iowa is required. During demolition activities, asbestos containing thermal system insulation (TSI) was uncovered, and has since been significantly damaged and has contaminated the Villa debris field. We also understand that, following the discovery of additional suspect materials by Zinser, Advanced Environmental (Advanced) completed confirmatory sampling of suspect TSI on January 9, 2025. Advanced identified 20% asbestos in TSI located in the Villa demolition rubble. Also based on review of the Asbestos Inspections, Testing and Training, Inc. (AITT) 2020 National Emission Standards for Hazardous Air Pollutants (NESHAP) inspection report, and based on our onsite inspection of the rubble, other suspect asbestos-containing building materials (ACBMs) that do not appear to have been sampled by AITT are visible in the rubble. Please see the attached photographs for additional site discussion and information.

Based on the above listed information and following discussions with the City, Zinser, and Terracon, the Villa will need to be demolished, as RACM, in accordance with 40 Code of Federal Regulations 61.145, and other applicable local, state, and federal regulations, transported and disposed of at the Black Hawk County Landfill as RACM waste. The City will prepare an ordered of demolition document to provide to the Iowa Department of Natural Resources (IDNR) – Air Quality Division and the asbestos notification of demolition and renovation will be modified in accordance with the regulations.

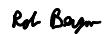
To minimize the amount of RACM waste and as approved by IDNR, we understand that select building materials (i.e. structural steel, brick) will be segregated by Zinser (as feasible) and recycled/disposed as non-ACM waste. Additionally, Zinser plans to remove the

above grade portions of the Villa building, collect and dispose of the RACM debris and leave the basement stem walls, foundations, and slab. Following the RACM clean-up, Zinser will clean the basement walls, foundations, slab, etc. and dispose/recycle the concrete materials, as appropriate, to minimize the amount of RACM waste generated.

In review of Zinser's Demolition Proposal – Change Order No. 2 document dated February 5, 2025, and based on our experience with similar RACM demolitions, the cost (\$168/ton) to properly wet, collect, haul, and dispose of the RACM waste is comparable to other projects in the region. The estimated maximum tonnage (675 tons) is roughly 50± truckloads based on the first RACM school phase and the apparent capacity of Zinser's trucks/trailers. The not-to-exceed provided in Zinser Change Order No. 2 seems appropriate at this time. Although we have not had a chance to review the original contract between the City and Zinser, we assume that there would be no additional charge for the removal of the foundations, slab, walls, etc. and proper backfill/compaction following the RACM removals as outlined.

Following the approval of Zinser's change order at today's special council, RACM demolition of the Villa will proceed once all proper notifications/approvals are in place with IDNR. As requested by the City, Terracon will be onsite to document site activities, assist with visual observations, and to complete air sampling at the perimeter of the regulated area(s). We appreciate assisting the City with this sensitive matter and look forward to helping with the next phases of the project. Should you have questions regarding this document or need additional information, please contact the undersigned.

Sincerely,
Terracon



Rob Bergman
Project Manager



Eric Harris
Principal / Regional Services Manager

Attachments: Photographic Documentation

PHOTOGRAPHIC DOCUMENTATION
St. Mary's Villa, Waterloo, Iowa
Photos Taken: February 5, 2025



Photo 1: View of the south elevation of the former St. Mary's Villa.



Photo 2: View looking towards the south west at the east and north elevations of the Villa.

PHOTOGRAPHIC DOCUMENTATION
St. Mary's Villa, Waterloo, Iowa
Photos Taken: February 5, 2025



Photo 3: View looking at the debris pile on the east side of the Villa. Red circle showing suspect wall panel adhesive that was not sampled.



Photo 4: View of asbestos containing thermal systems insulation (TSI) piping in debris pile.

PHOTOGRAPHIC DOCUMENTATION
St. Mary's Villa, Waterloo, Iowa
Photos Taken: February 5, 2025



Photo 5: View of asbestos TSI piping in scrap pile on the east side of the Villa.



Photo 6: View looking at the south side of the building, facing east.

PHOTOGRAPHIC DOCUMENTATION
St. Mary's Villa, Waterloo, Iowa
Photos Taken: February 5, 2025



Photo 7: View looking north from the southeast corner of the Villa.



Photo 8: View of the rubble pile on the northeast corner of the building.

PHOTOGRAPHIC DOCUMENTATION
St. Mary's Villa, Waterloo, Iowa
Photos Taken: February 5, 2025



Photo 9: Photo showing the second floor/roof of the Villa.



Photo 10: View of the west elevation of the Villa.