THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, July 18, 2022 5:30 PM

CITY OF WATERLOO
GOALS

1. Support the creation of new, livable wage jobs through a balanced economic development approach of assisting existing businesses, fostering start-ups, attracting new employers and cultivating an adequate workforce.
2. Implement a Community Policing strategy that creates a safe environment in Waterloo.
3. Reduce the City's property tax levies through a responsible balance of cost reduction in City operations and increases in taxable property valuations to ensure that Waterloo is a competitive, affordable, and livable city.
4. Enhance the image of Waterloo and the City to residents and businesses inside and outside of the community.

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR 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.

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of five (5) minutes only if they have registered with the city clerk's office no later than 4:00 p.m. on the day of the council meeting. Individuals who have not registered shall not be permitted to speak during the public comment portion of the agenda. Individuals shall only speak on matters not listed on the regular session agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.; Individuals may call the city clerk's office at 319-291-4323 or email clerk@waterloo-ia.org.

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 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.

Prayer or Moment of Silence

Pledge of Allegiance

Kelley Felchle, City Clerk

Agenda, as proposed or amended.

Minutes of July 5, 2022, Regular Session, as proposed.

Recognition Ironman Battalion Day.

Recognition of 30 Years of Service for Kathleen Skillings.

Recognition of Officer Wittmayer, Lifesaving Award.

PUBLIC COMMENTS

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 City of Waterloo encourages the public to participate during the Oral Presentations by following the rules listed on the front of the agenda.

1. Consent Agenda:

(The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the council or public requests that a specific item be considered separately.)

A. Resolution to approve the following:

1. Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.

2. Resolution approving Variance to Noise Ordinance request from Cedar Valley Irish Cultural Association, in conjunction with the Iowa Irish Fest event, to be held on August 4-7, 2022, in and around Lincoln Park and surrounding streets to include a noise variance for the duration of the festival.

   Submitted By: Captain Feaker

3. Resolution approving Variance to Noise Ordinance request from Lindsey Klein, in conjunction with the National Night Out event, to be held on August 2, 2022 from 6:00 p.m. to 8:00 p.m., on Marigold Drive in the Southdale Neighborhood, including music and a speaker system.

   Submitted By: Captain Duncan

4. Resolution approving Variance to Noise Ordinance request from Rev. David Van Netten of Grace Reformed Church, in conjunction with the "Sunday in the Park" event, to be held on August 14, 2022 from 8:00 a.m. to 11:30 a.m. at Galloway Park, including a worship service, picnic, the use of a PA system and live music.

   Submitted By:

5. Resolution approving Variance to Noise Ordinance request from Charles Daniel, in conjunction with the USDA Greenhouse Project Erection and Ribbon Cutting event, to be held on July 29, 2022 from 8:00 a.m. to 1:30 p.m., at Oneida and Salisbury Street.

   Submitted By: Major Leibold

6. Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation-1st Offense for Ali's Corner, nka G's Corner, 1117 E. Fourth Street, Waterloo, Iowa 50703.

   Submitted By: Martin M. Petersen, City Attorney

7. Resolution approving request of Jerry McClain for a waiver for a concrete driveway, located at 3119 Franklin Street, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

   Submitted By: Jamie Knutson, PE, City Engineer

8. Resolution approving request of Esmir Ozegovic for a waiver for a concrete driveway, located at 3331 West Ridge Drive, with the elimination of the sidewalk section due to issues with the slopes.

   Submitted By: Jamie Knutson, PE, City Engineer

9. Resolution approving request of David Thierer for a waiver for a concrete driveway, located at 101 Byrnbrae Street, with the elimination of the sidewalk section due to the inability to meet the grade requirements.

   Submitted By: Jamie Knutson, PE, City Engineer

10. Resolution approving the request of Michael Spence, for tax exemptions on the construction of a new single family home valued at $324,000.00, for property located at 1722 Lark Lane, and located in the City Limits Urban Revitalization Area (CLURA).

    Submitted By: Noel Anderson, Community Planning and Development Director

11. Resolution awarding bid to Service Management Systems of Nashville, Tennessee, for a three (3) year agreement to provide daily custodial services for the Airline Passenger Terminal Building in the amount of $9,726.00 per month, and authorizing the Mayor and City Clerk to execute said document.

    Submitted By: Keith Kaspari, Airport Director

12. Resolution setting date of public hearing as August 1, 2022 to consider approval of a Development and 5-year Business Property Lease Agreement with Risk Trust, LLC, for

the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and instruct the City Clerk to publish notice.

Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution setting date of public hearing as August 1, 2022, to approve the request by Hawkeye Community College for a Site Plan Amendment to the "R-1, R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

14. Resolution setting date of public hearing as August 1, 2022, for the sale and conveyance of City property located adjacent to 120 Smith Street, in the amount of $850.00, to LuAnn Stoakes, with no development agreement, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

15. Resolution approving preliminary plans, specifications, bid documents, etc., setting date of bid opening as August 4, 2022 and date of public hearing as August 15, 2022, in conjunction with the FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and instruct the City Clerk to publish notice.

    Submitted By: Brian Bowman, Treatment Operations Supervisor

16. Resolution approving preliminary plans, specifications, bid documents etc., setting date of bid opening as August 11, 2022, and date of public hearing as August 15, 2022, in conjunction with the Waterloo Fire Rescue Turnout Gear Replacement Project, and instruct the city clerk to publish notice.

    Submitted By: Pat Treloar, Fire Chief

17. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedures Policy to approve the purchase of a 2023 demonstration unit, Peterbilt garbage truck, in the amount of $299,575.00 from Elliott Equipment of Davenport, Iowa.

    Submitted By: Randy Bennett, Public Works Division Manager

18. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure to approve the purchase of BriefCam, in the amount of $120,642.23, from RC Systems of Waterloo, Iowa, in conjunction with the City of Waterloo Smart City project.

    Submitted By: Capt. Aaron McClelland

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

    a. **Wendy Bowman, Communications Director**

    Class/Meeting: Okoboji Writers Conference

    Destination: Spirit Lake, IA

    Dates: September 19-21, 2022

    Amount not to exceed: $695.00

2. **LIQUOR LICENSES**

    a. **Fester's Pub, 324 E. 4th Street**

    Class: C Liquor w/Outdoor Service and Catering

    New Application Includes Sunday

    Expiration Date: 6/8/2023

b. **GR Kitchen & Taps, 205 W. 4th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 6/14/2023

c. **Guddi Mart, 306 Byron Avenue**
Class: B Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 7/2/2023

d. **Highway 63 Diner, 3030 Marnie Road**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 6/30/2023

e. **Iowa Irish Fest, 315 E. 5th Street *5 Day License***
Class: C Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 8/8/2022

f. **Iowa Irish Fest, 3238 Dewitt Road *5 Day License***
Class: C Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 8/8/2022

g. **Riverloop Expo Plaza, 400 Jefferson Street *5 Day License***
Class: C Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 8/16/2022

h. **Riverloop Expo Plaza, 400 Jefferson Street *5 Day License***
Class: C Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 7/19/2022

i. **Yesway Store #10022, 1976 Franklin Street**
Class: C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 7/12/2023

j. **Yesway Store #10023, 117 E. San Marnan Drive**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 7/13/2023

3. **APPOINTMENTS**

a. **Carole Gustafson**
Board/Commission: Board of Adjustment
Expiration Date: July 18, 2027
New Appointment

4. Motion approving Change Order No. 1 from Municipal Pipe and Tool Co., LLC, of Hudson, Iowa, for a net increase of $24,819.73 SRF and $1,103.75 Non SRF, for a total amount of $25,923.48, in conjunction with the FY 2021 CIP Pipelining Phase IVA2, Contract No. 1043, and authorizing the Mayor to execute said document.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

5. Motion to approve Change Order No. 1 with Thomas Industrial Coatings, of Pevely, Missouri, for a net increase of $4,575.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said document.

   Submitted By: Oumie Ceesay, Associate Engineer

6. Motion to approve recommendation of appointment of Brittney Hoyer to the position of CMOM Coordinator in the Waste Management Services Department, effective July 25, 2022.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

7. Bonds.

PUBLIC HEARINGS

2. Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, and Contract No. 3345.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving recommendation to reject all bids, in conjunction with the continuation of Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, and Contract No. 3345, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Keith Kaspari, Airport Director

3. FY 2023 Asphalt Emulsions for City of Waterloo's Seal coating Program.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of specifications, bid documents and form of contract, etc. and authorizing to proceed.
Motion to receive, file and instruct the City Clerk to read bids.
Resolution awarding bid to Bituminous Materials & Supply, LP of Des Moines, Iowa in the amount of $8,035.68, (Minimum Quantity per unit price), $275,860.00 (Maximum Quantity per unit price), in conjunction with the FY2023 Asphalt Emulsions for the City of Waterloo's Seal Coating Program, and authorizing the Mayor to execute said document.

Submitted By: Randy Bennett, Public Works Division Manager

4. FY2023 CIP Pipelining Phase IVA3, Contract No. 1063.

Motion to receive and file proof of publication of notice of public hearing
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specification form of contract, etc., and authorizing to proceed.
Motion to receive and file and instruct City Clerk to read bids.

Resolution approving award of bid to Municipal Pipe Tool Co., LLC of Hudson, Iowa in the amount of $877,405.00 (Base Bid), $88,134.90 (Alternate No. 1) and $45,000.00 (Alternate No. 2), and approving the contract, bond and certificate of insurance, in conjunction with the FY 2023 CIP Pipelining Phase IVA3 Contract No. 1063, and authorizing the Mayor to execute said documents.

Submitted By: Brian Bowman, Treatment Operations Supervisor

5. **FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids and refer to City Engineer for review.

Submitted By: Oumie Ceesay, Associate Engineer

6. **FY 2023 Martin Luther King, Jr. Drive/Northeast Industrial Park Wetland Mitigation, Contract No. 1005.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids and refer to City Engineer for review.

Submitted By: Jamie Knutson, PE, City Engineer

7. **Demolition and Site Clearance Services, Contract No. D-2022-07-05P, located at 928 Mulberry Street, 1526 E. 4th Street, 1527 E. 4th Street, 307 Sumner Street, and 335 Sumner Street.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct the City Clerk to read bids.
Resolution awarding bid to Lehman Trucking & Excavating, Inc., of Waterloo, Iowa, in the amount of $70,521.00, and approving the contract, bond and certificate of insurance in conjunction with Demolition and Site Clearance Services, Contract No. D-2022-07-05P, located at 928 Mulberry Street, 1526 E. 4th Street, 1527 E. 4th Street, 307 Sumner Street, and 335 Sumner Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

8. **Request by A-Line EDS Inc., and the City of Waterloo, to rezone approximately 2.58 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving request by A-Line EDS Inc., and the City of

Waterloo, to rezone approximately 2.58 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

9. Resolution calling a special city election.

Submitted By: Kelley Felchle, City Clerk

10. Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

Submitted By: Kelley Felchle, City Clerk

11. Resolution of the City of Waterloo, Iowa, authorizing official banking signatures.

Submitted By: Kelley Felchle, City Clerk

12. Resolution approving 28E Agreements with Elk Run Heights, Cedar Township, and East Waterloo Township, to provide fire and EMS protection, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Pat Treloar, Fire Chief

13. Resolution approving a 28E Fire and EMS Agreement with Black Hawk Nursing and Rehabilitation, LLC, d.b.a. Pillar of Cedar Valley, to provide fire and EMS protection, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Pat Treloar, Fire Chief

14. Resolution approving a Memorandum of Understanding with the Iowa Northland Regional Council of Governments, in an amount not to exceed $1,500.00, for preparation of a REAP grant application, to be used for the Greenbelt Lake Improvements Project, Phase 2, and authorizing the Mayor to execute said document.

Submitted By: Todd Derifield, Park Superintendent

15. Resolution approving a new five (5) year agreement with Revize, LLC, for Website development and hosting services in the amount of $6,654.00 annually, and authorizing the Mayor to execute said document.

Submitted By: Chris Youngblut, Director of Technology

16. Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Minor Plat of Lot 52 of Summerland Farms located west and south of 5508 Summerland Drive.

Submitted By: Noel Anderson, Community Planning and Development Director

17. Resolution approving a request by Erich Gamm for a Minor Plat of Lot 52 of Summerland Farms, to create two new developable lots located in the "R-3,R-P" Planned Multiple Residence District, located west and south of 5508 Summerland Drive.

Submitted By: Noel Anderson, Community Planning and Development Director

18. Resolution approving a Professional Services Agreement with Main Street Waterloo, in the amount of $60,000.00, for Fiscal Year 2023, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Aric Schroeder, City Planner

19. Resolution approving Amendment No.1 to an Agreement with Strand Associates Inc., of Madison Wisconsin, originally executed September 9, 2021, Agreement for Design Services Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, and authorizing the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Supervisor

20. Resolution approving a Professional Services Agreement with Vandewalle and Associates, in the amount of $72,000.00, for continued work on downtown Waterloo planning efforts, redevelopment design, riverfront development, and funding opportunities for fiscal year 2023, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Noel Anderson, Community Planning and Development Director

21. Resolution approving a recurring Master Equity Lease Agreement, in an amount not to exceed $325,000.00, with Enterprise Leasing, to lease twenty-three (23) vehicles for police administrative and investigative staff for FY 2024, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Joe Leibold, Major

22. Resolution approving a revised fee schedule for FY 2023 Solid Waste Services.

Submitted By: Randy Bennett, Public Works Division Manager

23. Resolution establishing a Community 24x7 Carbon-Free Electricity Goal for the City of Waterloo.

Submitted By: Mayor Quentin Hart

ORDINANCES

24. An ordinance amending the City of Waterloo Traffic Code by deleting Subsection (71) Hammond Avenue of Section 543, Thru Streets, and inserting in lieu thereof a new Subsection (71) Hammond Avenue to Section 543 Thru Streets of the 2020 Traffic Code.

Motion to receive, file and consider for the first time an ordinance amending the City of Waterloo Traffic Code by deleting Subsection (71) Hammond Avenue of Section 543, Thru Streets, and inserting in lieu thereof a new Subsection (71) Hammond Avenue to Section 543 Thru Streets of the 2020 Traffic Code - Hammond Avenue - south corporate limits to South Street, except for two-way stops at Orange Road, traffic signals at San Marnan Drive, and four-way stops at Ridgeway Avenue, Mitchell Avenue, Williston Avenue, and Shaulis Road.
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third time and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

25. An ordinance Amending the City of Waterloo Traffic Code by adding Subsection (23a) Hammond Avenue and Shaulis Road to Section 544, All-Way Stop Intersections

Motion to receive, file and consider for the first time an ordinance amending the City of Waterloo Traffic Code by adding Subsection (23a) Hammond Avenue and Shaulis Road to Section 544, All-Way Stop Intersections.
Motion to suspend the rules.

Motion to receive, file, consider and pass for the second and third time and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:15 p.m. Council Work Session, Harold E. Getty Council Chambers

4:45 p.m. Housing Authority Board, Harold E. Getty Council Chambers

5:10 p.m. Finance Committee, Harold E. Getty Council Chambers

PUBLIC INFORMATION

1. Communication from the Waterloo Fire Rescue Department on the notice of the conclusion of employment for Patricia Brockway, Regional Training Center Coordinator, effective 06/30/2022 with recommendation of approval of payout of $13,966.15 for unused benefits.

2. Communication from the Waterloo Fire Rescue Department on the notice of the conclusion of employment for Brian Huebner, 10 year Engineer, effective 06/30/2022 with recommendation of approval of payout of $28,244.26 for unused benefits.

CITY OF WATERLOO

Council Communication

Minutes of July 5, 2022, Regular Session, as proposed.

City Council Meeting: 7/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of 07.05.2022	Backup Material

Submitted by: Submitted By:

July 5, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Tuesday, July 5, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss, joined the meeting.

Prayer or Moment of Silence.

Pledge of Allegiance: Dave Boesen, At-Large Council Member

107541 - Feuss/Chiles

that the Agenda, as proposed, for the Regular Session on Tuesday, July 5, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

107542 - Feuss/Chiles

that the Minutes, as proposed, for the Regular Session on Monday, June 20, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

Proclamation declaring July 9, 2022 as Latino Heritage Day.
Proclamation declaring July 11, 2022 as 1-133D Infantry Regiment – Ironman Battalion Day.

Swearing in of new Police Officer recruits video is available on the City website homepage.

PUBLIC COMMENTS

Mr. Boesen requested an update regarding weekend fireworks citations/complaints. Chief Fitzgerald reported one firework citation was issued compared to 31 last year and there were 276 complaints filed compared to 376 last year.

Mr. Boesen requested the council review the fireworks ordinance to adjust the dates accordingly each year as the 4th sometimes falls on weekdays and is disruptive for citizens returning to work.

Mr. Grieder advised the council and public that he held a community meeting and that he would be scheduling another meeting for a future date once he determined a location.

Mayor Hart thanked the city and community volunteers that helped with the fireworks and Main Street events over the holiday.

Mr. Chiles questioned when the Katowski/Greenhill trail would be opened.

Jamie Knutson, City Engineer, advised the council that as repairs are continuing, this part of the trail would not be open for another 4-6 weeks.

Mr. Chiles asked in consideration of the new state ATV regulations that the council review golf cart use within the Audubon park housing development.

Mayor Hart suggested Mr. Chiles request a council work session to review the ATV and golf cart regulations.

107543 - Feuss/Chiles

that the above oral comments be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

CONSENT AGENDA

107544 - Feuss/Chiles

that the following items on the consent agenda be received, placed on file and approved:

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated June 27, 2022, in the amount of $2,155,827.78 and July 5, 2022, in the amount of $5,345,727.26, a copy of which is on file in the City Clerk's office, together with recommendation of approval of the Finance Committee.

   Resolution adopted and upon approval by Mayor assigned No. 2022-416.

2. Resolution approving a Variance to Noise Ordinance request from Purvis Williams, in conjunction with the Summer Soul Classic Parade, to be held on July 9, 2022 from 8:00 a.m. to Noon, at Gates Park parking lot and Lester Street.

   Resolution adopted and upon approval by Mayor assigned No. 2022-417.

3. Resolution approving a Variance to Noise Ordinance request from Mary Williams on behalf of Coloff Media, in conjunction with the Corn Country Fest to be held on July 9, 2022 from 3:45 p.m. to 11:15 p.m., at the National Cattle Congress Grounds, 250 Ansborough Avenue.

   Resolution adopted and upon approval by Mayor assigned No. 2022-418.

4. Resolution approving Variance to Noise Ordinance request from Felicia Smith Nalls, in conjunction with the North End Arts and Music Festival, to be held on July 9, 2022 from 10:00 a.m. to 6:00 p.m., at Ferguson Fields Park, including the use of a PA system, DJ and live bands.

   Resolution adopted and upon approval by Mayor assigned No. 2022-419.

5. Resolution approving cancellation of special assessments for properties listed on Exhibit A, and authorizing the City Clerk to notify Black Hawk County Treasurer of said cancellation.

   Resolution adopted and upon approval by Mayor assigned No. 2022-420.

6. Resolution approving the request of Steven Newell, for tax exemptions on the construction of a new single family home valued at $578,873.00, for property located at 1435 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

   Resolution adopted and upon approval by Mayor assigned No. 2022-421.

7. Resolution approving the request of Zach Buth, for tax exemptions on the construction of a new single family home valued at $387,253.00, for property located at 1530 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

   Resolution adopted and upon approval by Mayor assigned No. 2022-422.

8. Resolution approving the request by 3 Stooges, LLC, for tax exemptions on a new warehouse building valued at $1,100,000.00, for property located at 1325 David Street, and located in the Consolidated Urban Revitalization Area (CURA).

   Resolution adopted and upon approval by Mayor assigned No. 2022-423.

9. Resolution approving a McElroy Trust Grant Agreement, for a grant award in the amount of $1 million, in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Leisure Services Director to execute said document

   Resolution adopted and upon approval by Mayor assigned No. 2022-424.

10. Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the Jefferson Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

    Resolution adopted and upon approval by Mayor assigned No. 2022-425.

11. Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the Mulberry Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

    Resolution adopted and upon approval by Mayor assigned No. 2022-426.

12. Resolution approving submission of the Iowa Grade Crossing Surface Repair Fund application, along with Iowa Northern Railway Co., to the Iowa Department of Transportation, in conjunction with the 11th Street Railroad Crossing Surface Repair Project, with the City's share being the cost of traffic control and twenty-percent of the construction cost, and authorizing the Mayor to execute said document.

    Resolution adopted and upon approval by Mayor assigned No. 2022-427.

13. Resolution approving workers compensation insurance with Safety National Casualty Corporation and Third Party Administrator services with EMC Risk Services, LLC, for a total premium of $234,600, together with the recommendation of approval of the Insurance Committee.

    Resolution adopted and upon approval by Mayor assigned No. 2022-428.

14. Resolution setting date of public hearing as July 18, 2022, to approve the request by A-Line EDS Inc., and the City of Waterloo, to rezone approximately 2.58 acres from “C-1” Commercial District to “C-1, C-Z” Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-429.

15. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as July 21, 2022 and date of public hearing as August 1, 2022, in conjunction with the FY 2023 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-430.

16. Resolution approving specifications and bid document, setting date of bid opening as July 14, 2022 and the date of public hearing as July 18, 2022 in conjunction with the FY 2023 Asphalt Emulsions for the City's Seal Coating Program, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-431.

17. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure to approve the roof replacement on the administrative section of the Public Works Facility, in the amount of $114,905.70, from Cedar River Construction LLC of Waverly, Iowa.

    Resolution adopted and upon approval by Mayor assigned No. 2022-432.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Brian Wirts, Combination Inspector	International Code Council 2021 B-1 Residential Building Inspector Exam	Online Class	TBA	$241.00
b. Noel Anderson, Com. Planning Dev. Director	2022 Brownfield Conference	Oklahoma City, OK	08/16-19/22	$1,985.00

c.	B.Tyler, R. Kajtezovic and E. Reeves, Police Officers	Iowa Law Enforcement Academy ILEA	Waterloo, IA	08/15/22 - 10/21/2022	$16,500.00
d.	S. Odobasic, Police Officer	Iowa Law Enforcement Academy ILEA	Johnston, IA	08/29/22-12/16/22	$10,250.00
e.	Hageman and Watson, Police Lab Investigators	International Association for Identification Conference for Forensic and Crime Scene Professionals	Omaha, NE	07/31/22-08/05/22	$4,001.00
f.	Monroe, Police Sergeant and Roberts, Police Officer	Brinc Drone Training	Las Vegas, NV	07/19/22 - 07/21/22	$2,956.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. The American Legion, 728 Commercial Street	C Liquor w/Outdoor Service	Renewal	06/14/2023	Sunday
b. Kwik Star #715, 1636 W. 4th Street	C Beer	Renewal	07/29/2023	Sunday
c. Target, 1501 E. San Marnan Drive	B Wine / C Beer / E Liquor	Renewal	06/27/2023	Sunday
d. Una Bar & Restaurant, 910 W. 5th Street	C Liquor	Renewal	06/30/2023	Sunday
e. Walgreen's #7455, 111 W. Ridgeway Avenue	B Wine / C Beer / E Liquor	Renewal	06/16/2023	Sunday

3. Motion approving Change Order No. 2 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

Roll call vote-Ayes: Seven. Motion carried.

4. Bonds.

PUBLIC HEARINGS

107545 - Grieder/Amos

that proof of publication of notice of public hearing on the request by Union Development Holdings, LLC, for a Site Plan Amendment to construct a 180-unit affordable housing development in the "R-4,R-P" Planned Multiple Residence District located northwest of 4039 Homer Street, as published in the Waterloo Courier on June 24, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

This being the time and place of public hearing, the Mayor called for written and oral comments and there were none.

107546 - Grieder/Amos

that the hearing be closed and approval of the Planning, Programming and Zoning Commission be placed on file. Voice vote-Ayes: Seven. Motion carried.

107547 - Grieder/Amos

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a Site Plan Amendment to construct a 180-unit affordable housing development in the "R-4,R-P" Planned Multiple Residence

District located northwest of 4039 Homer Street", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

Margaret Blum, Senior Director of Development, updated the council regarding updates for the up dated site plan with the Planning, Programing and Zoning Commission.
Mr. Boesen question requirements for the number of parking spaces.

Ms. Blum responded they plans are for 282 parking spaces, 56 of those being carport spaces.

Noel Anderson, Community Planning and Development Director, explained the Zoning ordinance requires two spaces per unit, but that the council has the flexibility to alter that number with larger projects and that Planning and Zoning has reviewed the plans and agrees with this number of spaces.

Ms. Wilder thanked Ms. Blum for adding the carports in the design. Roll call vote-Ayes: Seven. Motion carried.

107548 - Grieder/Amos
that rules requiring ordinances to be considered and voted for passage at two prior meetings be suspended. Roll call vote-Ayes: Seven. Motion carried.

107549 - Grieder/Amos

that "an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a Site Plan Amendment to construct a 180-unit affordable housing development in the "R-4,R-P" Planned Multiple Residence District located northwest of 4039 Homer Street", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5652.

Mr. Feuss announced the Public Hearing in conjunction with the FY 2023 Asphalt Emulsions for the City of Waterloo's Seal Coating Program was cancelled as no bids were received.

107550 - Nichols/Amos

that proof of publication of notice of public hearing regarding the Business Property Lease with Crystal Distribution Services, Inc., for the use of property located at 1442, 1508 and 1620 Sycamore Street, in the amount of $1.00 per year for five (5) years, as published in the Waterloo Courier on June 24, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

This being the time and place of public hearing, the Mayor called for written and oral comments and there were none.

107551 - Nichols/Amos

that the hearing be closed and oral and written comments be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

107552 - Nichols/Amos

that "Resolution approving a Business Property Lease with Crystal Distribution, in the amount of $1.00 per year for five (5) years, for the use of property located at 1442, 1508 and 1620 Sycamore Street, with a term ending June 30, 2027, and authorizing the Mayor and City Clerk to execute said document", be adopted.
Mr. Boesen asked to clarify his reasoning for voting in that he does not object to the project itself but objects to the $2.9 million being paid for the building, borrowing money to make the bond payments as the Rath TIF district does not support that payment, leasing the building for five years for $1.00 per year, just to pay to tear the building down, ultimately spending 4-5 million on the lot. Roll-call vote-Ayes: Six. Nays: Boesen. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-433

RESOLUTIONS

107553 - Amos/Chiles

that "Resolution approving ten (10) FY2023 Quarter 1 and Quarter 2 Hotel-Motel Event Grant requests, in a total amount of $79,000, as recommended by the Convention and Visitors Bureau Board", be adopted.

Mr. Boesen questioned when the grant request was submitted to Council as it is dated May 2, 2022. Tavis Hall, Executive Director of Experience Waterloo, explained he had mistakenly not sent the e-mail to submit the request to council. Hall further explained the Board is aware of the delay, although they approved the funds it is not final until council approval. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-434

107554 - Amos/Chiles

that "Resolution approving six (6) FY2023 Hotel-Motel Partner Grant Requests, in a total amount of $82,000, as recommended by the Convention and Visitors Bureau Board", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-435

107555 - Amos/Chiles

that "Resolution approving the Economic Development Assistance Contract with Hydrite Chemical Co., and the Iowa Economic Development Authority, for an award of total incentives of $1,521,000.00, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-436

107556 - Grieder/Feuss

that "Resolution approving the Real Estate Purchase Agreement with Black Hawk Machinery Sales, Inc., for the acquisition of the former Alstadt Langlas building and properties, generally located at 54 Lane Street, in the amount of $65,000.00 plus up to $5,000.00 in closing costs, and authorizing the Mayor and City Clerk to execute said document", be adopted.

Mr. Amos commented he is happy to see something being done with the building and moving forward to improve the area.

Mr. Boesen commented he was not originally in favor of the purchase of this building as the Rath TIF does not support the purchase, however, after attending a meeting with Noel and the developers, he feels the project is well work the investment. Mr. Boesen is concerned with the environmental clean-up issues but feels the contract allows the city and "out" if the cost is too prohibitive abatement/demo.

Mayor Hart questioned if the project would qualify for Brownfield funds.

Noel Anderson explained they would start the project using EPA Assessment grant funds for Phase I and Phase II would be drilling and locating underground tanks and determining test results.

Mayor Hart commented the project has its challenges, but in the long run protecting the residents in the area and taking responsibility or holding the managers of the site responsible for clean-up is the goal. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-437

107557 - Grieder/Feuss

that "Resolution approving Condemnation Settlement with the Roger T. Kalsem Revocable Trust, in the amount of $38,381.00 with up to $4,000.00 in closing costs, in conjunction with the FY 2023

Hammond Avenue Bridge Replacement Over Sink Creek, Contract No. 922", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-438

OTHER COUNCIL BUSINESS

107558 - Feuss/Chiles

that "Resolution approving a signed proposal from D & G Metal Works, Inc., in the amount of $35,800.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-439

ADJOURNMENT

107559 - Feuss/Wilder

that the Council adjourn at 6:05 p.m. Voice vote-Ayes: Seven. Motion carried.

LeAnn Even

LeAnn M. Even, CMC, IaCMC
Deputy City Clerk

CITY OF WATERLOO

Council Communication

Recognition Ironman Battalion Day.

City Council Meeting: 7/18/2022
Prepared:

Submitted by:	Submitted By:
Summary Statement:	Garrett Gingrich H LTC USASARMY NG IAARNG (USA) would like to thank Mayor Hart for recognizing Ironman Battalion Day at the last council meeting.

CITY OF WATERLOO

Council Communication

Recognition of Officer Wittmayer, Lifesaving Award.

City Council Meeting: 7/18/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Cedar Valley Irish Cultural Association, in conjunction with the Iowa Irish Fest event, to be held on August 4-7, 2022, in and around Lincoln Park and surrounding streets to include a noise variance for the duration of the festival.

City Council Meeting: 7/18/2022
Prepared: 7/1/2022

ATTACHMENTS:

Description	Type
Noise Variance	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request from Cedar Valley Irish Cultural Association, in conjunction with the Iowa Irish Fest event, to be held on August 4-7, 2022, in and around Lincoln Park and surrounding streets to include a noise variance for the duration of the festival.
Submitted by:	Submitted By: Captain Feaker

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Cedar Valley Irish Cultural Assoc. "Iowa Irish Fest"

APPLICANT'S ADDRESS: 315 E 5th Street, Waterloo IA 50703

APPLICANT'S PHONE #: (319) 234-9029 (Chad Shipman)

ANTICIPATED DATE OF VARIANCE: August 4th - August 7th

NAME OF EVENT: Iowa Irish Fest

TIMES OF DAY OF VARIANCE: August 4th noon - August 7th 10pm

GEOGRAPHICAL LOCATION OF VARIANCE: In & around Lincoln Park, Park ~~6th Ave~~ to 5th to Franklin to the river (map is attached)

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: Residents live in our festival grounds & immediatly outside it.

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

Please refer to the letter sent to the City on Friday June 24th to the Mayor's Office. It's a music & cultural event.

Applicant's Signature

6-28-2022
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt [signature] F3631

DENIAL: _____

DECIBEL LEVEL: 100 dBA

APPLICATION

FOR

VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Cedar Valley Irish Cultural Assoc. "Iowa Irish Fest"

APPLICANT'S ADDRESS: 315 E 5th St, Waterloo IA 50703

APPLICANT'S PHONE #: (319) 234-9029

ANTICIPATED DATE OF VARIANCE: Aug 4th - Aug 7th

NAME OF EVENT: Iowa Irish Fest

TIMES OF DAY OF VARIANCE: Aug 4th 12:00pm - Aug 7th 10:00pm

GEOGRAPHICAL LOCATION OF VARIANCE: In around Lincoln Park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: Residences are throughout downtown in the fest grounds

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

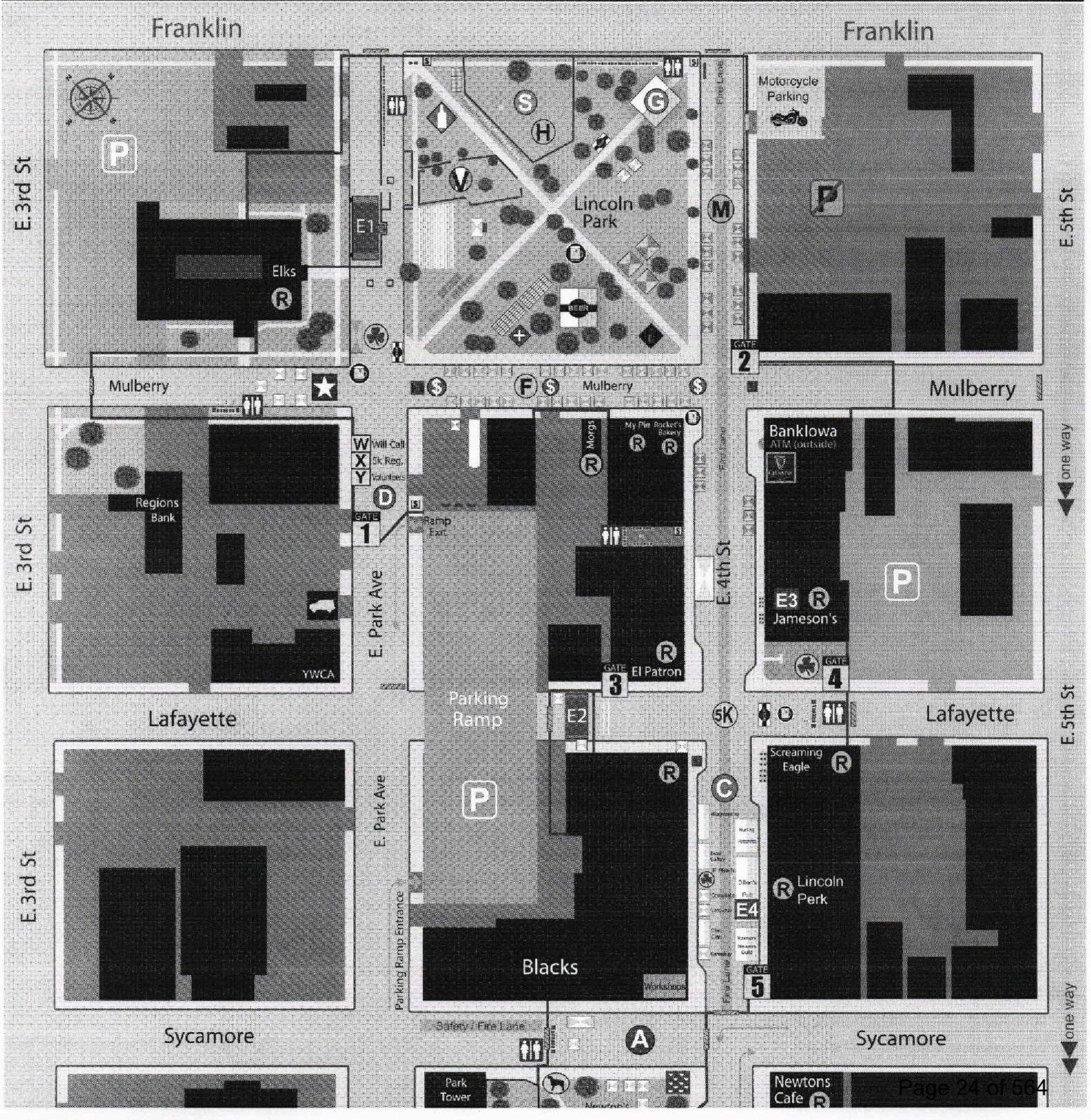
1. Please refer to City of Waterloo letter sent via email on Friday June 24th to the Mayor's office

2.

2022 Grounds Map — IOWA IRISH FEST — August 5-6-7

- 1 Admission Gates 1-5
- A Family Area
- B High Nelly & Bike Valet
- C Cultural Area
- D Celtic Cruise
- F Food Court
- G Groups/ Reunions
- H Highland Games
- Information
- 5K 5K Run/Walk
- M Irish Market
- P Parking
- R Restaurants
- S Sheep Herding
- V VIP Experience
- W Will Call
- X 5K Registration
- Y Volunteers
- Food Coupons
- $ Food Buck Machines
- BEER Beer Tents
- Beer Token Machines
- Guinness Experience
- Whiskey Snug
- Iowa Irish Fest Merchandise
- Workshops Blacks Building
- Military/First Responders
- Irish Wolfhounds
- S Smoking Corrals
- First Aid
- Port a Pottys
- Shuttle Pick up~Drop off
- All Grounds Handicap Accessible
- Street Closed

E Entertainment Stages — E1 Nagle/KWWL Stage (Lincoln Park) — E2 Lincoln Savings Bank Stage (Lafayette St. between E.4th & Park) — E3 Jameson's Stage — E4 Traditional Music Stage — See schedule for show times!



ADDRESS: 315 E 5TH ST, WATERLOO, IA 50703
PHONE: (319) 234-9029
EMAIL: INFO@IOWAIRISHFEST.COM

IOWA IRISH FEST
DOWNTOWN WATERLOO

6.24.22

City of Waterloo
Mayor's Office, City Clerk, City Hall, & Council Members
715 Mulberry Street
Waterloo, Iowa 50703

City of Waterloo and please forward this letter on To Whom It May Concern,

Since the time of the ancient Celts, the inhabitants and descendants of Ireland have gathered together in "great assemblies", today called fests, to celebrate their culture and show their pride in their Irish heritage. The Irish Culture has taken thousands of years to develop, so we need to cherish every moment of it. Being Irish goes well beyond shamrocks, leprechauns, St. Patrick, and blarney. The roots of Irish pride rests in the talented, hearty, compassionate, and deeply spiritual people. The fests provide the opportunity for those who share in that Irish pride to join in celebration.

The Cedar Valley Irish Cultural Association is planning the sixteenth annual Iowa Irish Fest for Friday August 5th, Saturday August 6th, and Sunday August 7th, 2022. We would formally request the City's permission to use the following areas for the event:

Lincoln Park Area
From Monday August 1st through Wednesday August 10th. Some items (tables, bleachers, and garbage cans) will be delivered on Monday and Tuesday, August 1st and the 6th. This will not cause any interruption of the parks normal use on these days. We will close Lincoln Park Wednesday afternoon August 3rd.

We have begun communication with those that do business on the streets downtown we are to close and have made ourselves available into and through the Fest for any questions. As well beginning to make contact with the Mayor's Office, Main Street, Police, Fire, Streets and Parks Department for planning this next Fest. We plan 12 months of the year and do our best to always be available, stay transparent for anything Fest related for our Downtown businesses, neighbors, partners, and volunteers.

We appreciate the City's continued assistance and cooperation with the following:

- Assistance from Leisure Services to bring more picnic tables and bleachers to Lincoln Park.

- Waterloo Police Department's assistance with an opening ceremony, parade style, on Friday August 5th starting at 4:00 pm at West 4th Street/Cedar Street and continuing down 4th Street across the river to Lafayette.

-Close the following streets: See Street 2022 Fest Grounds Streets Closure MAP below for times and location coordinated by day...

- Noise ordinance wavier has been requested and submitted to Clerk's office to allow music until 1:00am Saturday and Sunday

- We will work with the Parking Authority to have bagged parking meters on Wednesday night so that street closures (described below) can begin at those times.

- Assistance from the street department to bring weights to the Lincoln Park for stages and one tent.

-A Security and Safety plan will be coordinated with Officer Mike Girsch and Chef Pat Treloar with the Waterloo Police and Fire Departments.

- See below the 3 Events that will take place off the Fest grounds and needing coordination with Police and Street closures.

Iowa Irish Fest now in its Sixteenth year of planning and we are excited to have supporters like the City and the departments that assist in making this an incredible event for our community! People come from all over the world helping bring more visitors to Downtown Waterloo and the Cedar Valley every year. An extra thank you in advance for your assistance with this great community event!

Sincerely,

Chad A Shipman

Chad Shipman
Iowa Irish Fest Director
319-464-7355
shipmanchad@gmail.com

1) Shamrock N Run 5K

5k-Saturday morning Aug 6th, 2022, 6:30am - 10:15 am
5K Chair Jessie Shipman will coordinate with the Police department Officer Mike Girsch for street closures and times.

A 5k route map below last page

6:30am Setup Close 5K route
9:00am Race Starts
10:00am Approximate time race ends
10:15am Approximate Time to open up streets, and remove the barricades once all runners have finished the race

The committee will be setting up to have approximately 25-30 volunteers for runner direction, handing out water, setting up barricades supplied by the city, and other race duties. We are hoping to have approximately 600 runners/walkers. The route setup placing barricades will take place at 6:30 a.m.-8:30am, race start at 9:00 a.m. and approximate finish would be 10:15 a.m. It is suggested that the full area could be closed to traffic from 7:00 to 10:15 a.m. for maximum safety of the participants.

5k-We would appreciate the City's assistance and cooperation with the following:
-Dropping off barricades at marked street corners prior to 6:30am Saturday Aug 6th

-Waterloo Police Department and Fire Department assistance as needed.

-Waterloo Police Department's assistance with traffic control from 8:30-10:30am Sat Aug 6th

The 2022 actual 5k Street closures and 5k Route will be coordinated with the Police and Street Departments.

2) High Nelly Bike Rally

High Nelly Bike Rally Saturday morning Aug 6th, 2022, 9:00am

We are on 4th year of a bicycle event at the Fest. This year we are estimating 150-200 bicyclists participating in the High Nelly.

We would appreciate the Police Department's assistance and cooperation with the following:

High Nelly Chair Diane Craig will meet with Officer Mike Girsch and discuss details for riders' route and estimated route times leaving and arriving back to the Fest.

Mainly assistance with traffic control at 9:00am Saturday Aug 6th to help launch the ride.

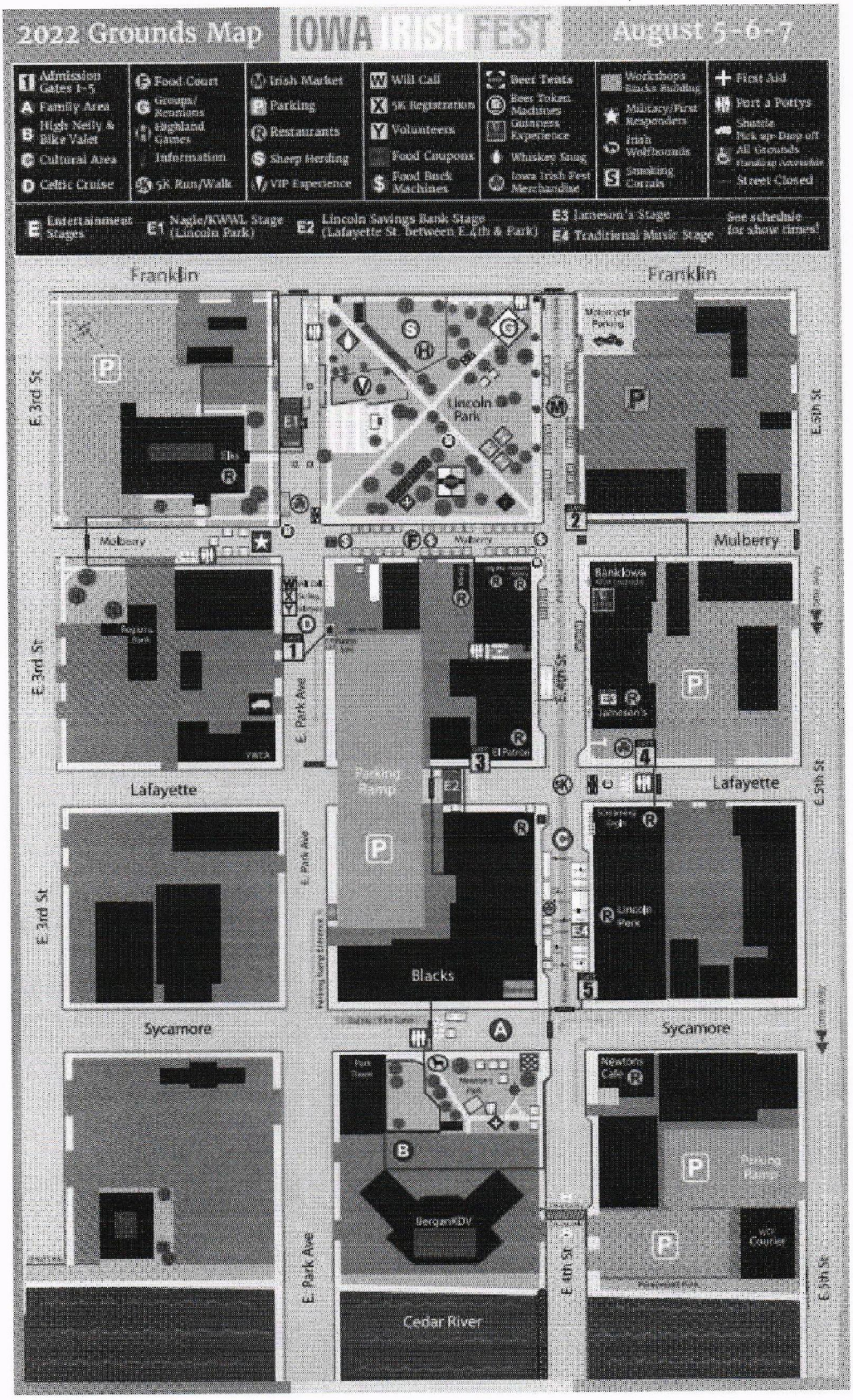
3) Celtic Cruise Motorcycle Ride

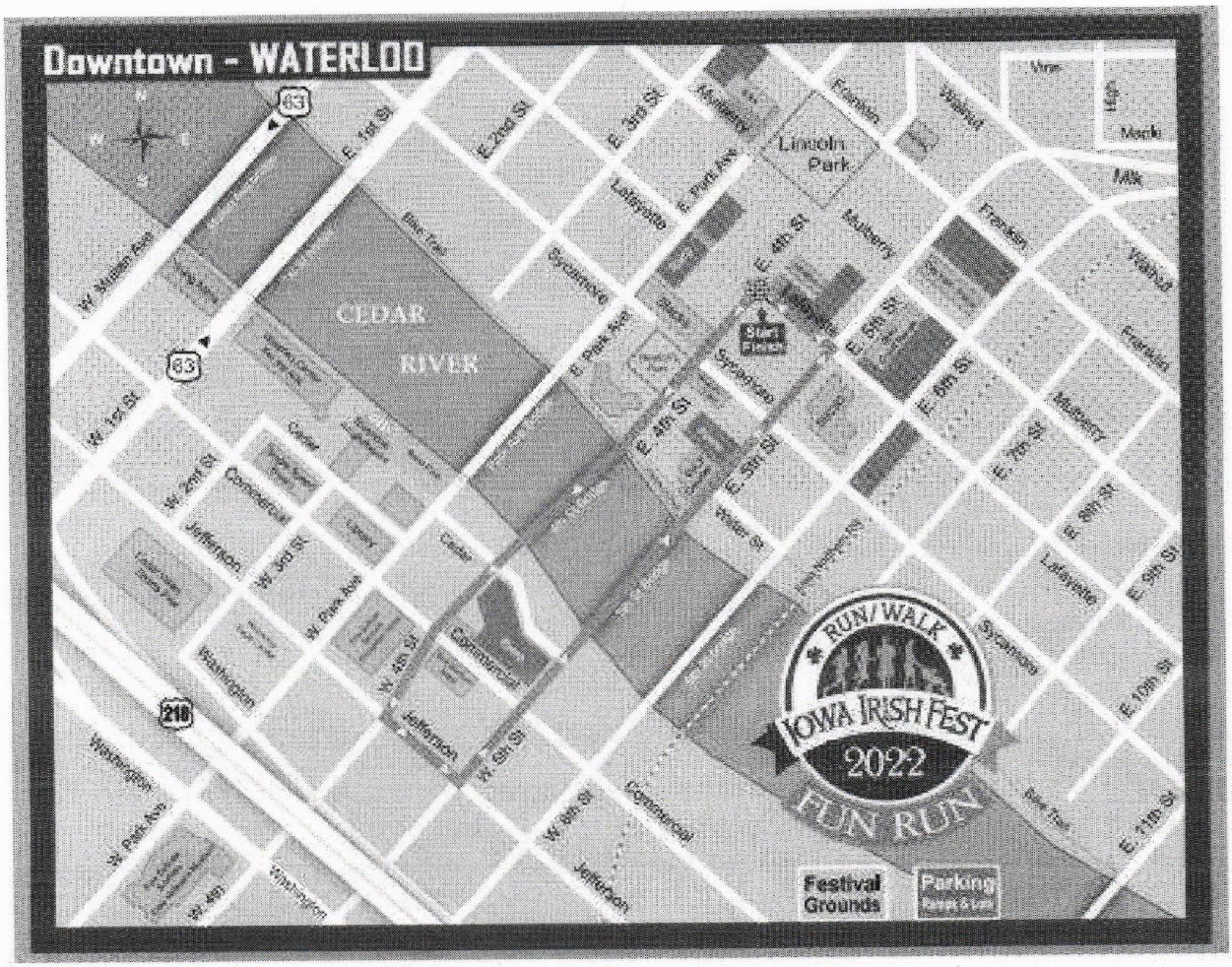
Celtic Cruise Motorcycle Ride Sunday Aug 7th 2022 10:00pm

We are on 5th year of a motorcycle event at the Fest. This year we are estimating 125 motorcyclists participating in the Celtic Cruise.

We would appreciate the Police Department's assistance and cooperation with the following:
Celtic Cruise Chairs Shawn and Heather Mulcahy has coordinated with Officer Adam Galbraith and discussed details for the rider's route and estimated time arriving to the Fest.

Mainly assistance with traffic control at 3:00pm Sunday Aug 7th to guide the ride into downtown and bring them into the Fest at Lafayette and Mulberry.


2022 Grounds Map
IOWA IRISH FEST
August 5-6-7
Admission Gates 1-5
Family Area
High Nelly & Bike Valet
Cultural Area
Celtic Cruise
Food Court
Groups/ Reunions
Highland Games
Information
5K Run/Walk
Irish Market
Parking
Restaurants
Sheep Herding
VIP Experience
Will Call
5K Registration
Volunteers
Food Coupons
Food Buck Machines
Beer Tents
Beer Token Machines
Guinness Experience
Whiskey Snug
Iowa Irish Fest Merchandise
Workshops
Military/First Responders
Irish Wolfhounds
Smoking Corrals
First Aid
Port a Pottys
Shuttle
Pick up-Drop off
All Grounds
Street Closed
E Entertainment Stages
E1 Nagle/KWWL Stage (Lincoln Park)
E2 Lincoln Savings Bank Stage (Lafayette St. between E. 4th & Park)
E3 Jameson's Stage
E4 Traditional Music Stage
See schedule for show times!
Franklin
Franklin
E. 3rd St
E. 5th St
Lincoln Park
Mulberry
Mulberry
E. 3rd St
E. Park Ave
E. 4th St
E. 5th St
Lafayette
Lafayette
Parking Ramp
E. 3rd St
E. Park Ave
Blacks
Lincoln Park
Sycamore
Sycamore
E. Park Ave
E. 4th St
E. 5th St
Cedar River


Downtown - WATERLOO
CEDAR
RIVER
Lincoln Park
RUN/WALK
IOWA IRISH FEST
2022
FUN RUN
Festival Grounds
Parking
E. 1st St
E. 2nd St
E. 3rd St
E. 4th St
E. 5th St
E. 6th St
E. 7th St
E. 8th St
E. 9th St
E. 10th St
E. 11th St
W. 1st St
W. 2nd St
W. 3rd St
W. 4th St
W. 5th St
W. 8th St
W. Park Ave
E. Park Ave
Commercial
Jefferson
Washington
Cedar
Lafayette
Mulberry
Franklin
Walnut
Main
Sycamore
Water St
Riverfront
Bluff
Blue Trail
W. Mullan Ave
W. 4th
63
218

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Lindsey Klein, in conjunction with the National Night Out event, to be held on August 2, 2022 from 6:00 p.m. to 8:00 p.m., on Marigold Drive in the Southdale Neighborhood, including music and a speaker system.

City Council Meeting: 7/18/2022
Prepared: 7/1/2022

ATTACHMENTS:

	Description	Type
	Noise Variance	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request from Lindsey Klein, in conjunction with the National Night Out event, to be held on August 2, 2022 from 6:00 p.m. to 8:00 p.m., on Marigold Drive in the Southdale Neighborhood, including music and a speaker system.
Submitted by:	Submitted By: Captain Duncan

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Lindsey Klein

APPLICANT'S ADDRESS: 3143 Marigold Drive

APPLICANT'S PHONE #: 319-961-5583

ANTICIPATED DATE OF VARIANCE: August 2, 2022

NAME OF EVENT: National Night Out

TIMES OF DAY OF VARIANCE: 6pm-8pm

GEOGRAPHICAL LOCATION OF VARIANCE: Marigold Dr.

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: In front of the homes on Marigold.

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

Neighbors of the Southdale Neighborhood will gather on Marigold Drive for National Night Out. We have plans to play music by speakers for residents to enjoy while enjoying National Night Out.

CITY OF WATERLOO
CITY CLERK'S OFFICE
JUN 27 2022 AM9:39:15

Lindsey Klein
Applicant's Signature

06/27/2022
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Captain

DENIAL: _____

DECIBEL LEVEL: Not to Exceed 90 dBA

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Rev. David Van Netten of Grace Reformed Church, in conjunction with the "Sunday in the Park" event, to be held on August 14, 2022 from 8:00 a.m. to 11:30 a.m. at Galloway Park, including a worship service, picnic, the use of a PA system and live music.

City Council Meeting: 7/18/2022
Prepared:

ATTACHMENTS:

Description	Type
Noise Variance	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request from Rev. David Van Netten of Grace Reformed Church, in conjunction with the "Sunday in the Park" event, to be held on August 14, 2022 from 8:00 a.m. to 11:30 a.m. at Galloway Park, including a worship service, picnic, the use of a PA system and live music.
Submitted by:	Submitted By:

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Grace Reformed Church / Pastor Dave VanNetten

APPLICANT'S ADDRESS: 520 Maxwell Street

APPLICANT'S PHONE #: 319-233-4341

ANTICIPATED DATE OF VARIANCE: August 14, 2022

NAME OF EVENT: "Sunday in the Park"

TIMES OF DAY OF VARIANCE: 8AM to 11:30AM

GEOGRAPHICAL LOCATION OF VARIANCE: Galloway Park, Waterloo

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: Approximately 100 yards or more.

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

We would again like to hold an outdoor worship service and picnic event for our church and community. We would need to use a P.A. system for our pastor & praise band (which we will provide.) Volume levels will be relatively low and speakers placed some distance from nearby homes so not to disturb them. Thank you!

Pastor Dave VanNetten
Applicant's Signature

6-27-22
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Captain Duncan

DENIAL: _____

DECIBEL LEVEL: Not to Exceed 90 DBA

CITY OF WATERLOO

Council Communication

Resolution approving Variance to Noise Ordinance request from Charles Daniel, in conjunction with the USDA Greenhouse Project Erection and Ribbon Cutting event, to be held on July 29, 2022 from 8:00 a.m. to 1:30 p.m., at Oneida and Salisbury Street.

City Council Meeting: 7/18/2022
Prepared: 7/15/2022

ATTACHMENTS:

	Description	Type
	Noise Variance - Charles Daniel	Backup Material

SUBJECT:	Resolution approving Variance to Noise Ordinance request from Charles Daniel, in conjunction with the USDA Greenhouse Project Erection and Ribbon Cutting event, to be held on July 29, 2022 from 8:00 a.m. to 1:30 p.m., at Oneida and Salisbury Street.
Submitted by:	Submitted By: Major Leibold

APPLICATION

FOR

VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Charles Daniel

APPLICANT'S ADDRESS: 426 Sumner Street

APPLICANT'S PHONE #: 404-512-0109

ANTICIPATED DATE OF VARIANCE: 7/29/22

NAME OF EVENT: 7/29/22

TIMES OF DAY OF VARIANCE: 600 — 130pm

GEOGRAPHICAL LOCATION OF VARIANCE: Oneida & Salisbury

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: 50 feet

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

1. USDA Grasshopper Project Erection & Ribbon Cutting, there will be approximately 200 people present

2.

Applicant's Signature

7/15/22

Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: [signature]

DENIAL: _____

DECIBEL LEVEL: 90 DBA

CITY OF WATERLOO

Council Communication

Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation-1st Offense for Ali's Corner, nka G's Corner, 1117 E. Fourth Street, Waterloo, Iowa 50703.

City Council Meeting: 7/18/2022
Prepared: 6/30/2022

ATTACHMENTS:

Description	Type
Order Accepting Acknowledgment/Settlement Agreement-First Violation	Backup Material

SUBJECT:	Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation-1st Offense for Ali's Corner, nka G's Corner, 1117 E. Fourth Street, Waterloo, Iowa 50703.
Submitted by:	Submitted By: Martin M. Petersen, City Attorney
Recommended Action:	Approve Acknowledgment and Settlement Agreement for violation, and accept the $300.00 civil penalty check from business owner.
Summary Statement:	On or about April 13, 2022, the clerk sold tobacco to a minor-1st offense. Clerk plead guilty. The business was then contacted regarding violation and they executed an Acknowledgment/Settlement Agreement for the violation and dropped off a check in the sum of $300.00 payable to the City of Waterloo. After acceptance by council, the check is deposited into a police account, and the matter is closed. Paperwork is also sent to the Attorney General's Office in Des Moines.

BEFORE THE WATERLOO CITY COUNCIL

IN RE:

ALI'S CORNER, NKA G'S CORNER 1117 E. FOURTH STREET WATERLOO, IOWA 50703	ORDER ACCEPTING ACKNOWLEDGMENT/SETTLEMENT AGREEMENT—FIRST VIOLATION

On this _____ day of July, 2022, in lieu of a public hearing on the matter, the Waterloo City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Waterloo.

Therefore, the Waterloo City Council FINDS that the above-captioned permittee has remitted to the City of Waterloo a civil penalty in the amount of Three Hundred Dollars ($300.00). Be advised that this sanction will count as a First Violation of Iowa Code §453A.2(1), pursuant to Iowa Code §453A.22(2)(a).

IT IS, THEREFORE, ORDERED that the judgment in this matter is hereby satisfied.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving request of Jerry McClain for a waiver for a concrete driveway, located at 3119 Franklin Street, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

	Description	Type
	DW Waiver_3119 Franklin St	Backup Material
	3119 Franklin St_Legal Desc	Backup Material

SUBJECT:	Resolution approving request of Jerry McClain for a waiver for a concrete driveway, located at 3119 Franklin Street, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommend for approval by the City Engineer. This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street.
Summary Statement:	I have reviewed this request and recommend its approval subject to the following provisions. 1.Work to be performed by an approved and bonded contractor. 2.A permit is to be obtained from the office of the City Engineer prior to construction. 3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Legal Descriptions:	See attachment.

WAIVER

Date: June 24, 2022

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

I hereby request a waiver to the driveway and sidewalk specifications for the construction of a Concrete driveway or sidewalk located at
(concrete or asphalt)
3119 Franklin St, Waterloo, IA 50707.
(Address)

This waiver is needed because of:

____ special surface texture (i.e., exposed aggregate, brick stamped pattern, paving brick) to be used on the concrete approach.

____ elimination of the sidewalk section due to the inability to meet requirements of the driveway and sidewalk policy, paragraph 1.

____ asphalt driveway with the elimination of the sidewalk section.

X placing a driveway or sidewalk on City right of way on an unimproved street.

____ Other: _____

I agree to the following:

1. To remove and replace this driveway to an official elevation at no additional expense to the City of Waterloo at such time that sidewalk is constructed.
2. To remove and replace the private driveway, as needed, to an official elevation at no additional expense to the City of Waterloo at such time that curb and gutter is constructed.
3. To pay for any additional expenses for the replacement of any such textured driveway or sidewalk that has been removed for any City of Waterloo project.
4. To employ a bonded contractor who shall obtain a permit from the office of the City Engineer.
5. To have the driveway constructed according to the specifications and policies of the City Engineer and under his supervision.
6. This waiver is for this property only.

Attached herewith is a payment in the amount of seven dollars ($7.00) for the purpose of recording this agreement.

Respectfully submitted,

Jerry A. McClain
Printed Name of Property Owner

Signature of Property Owner

3119 Franklin St.

EXHIBIT "A"

A part of the Northeast Quarter of the Northeast Quarter of Section No. 29, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, Black Hawk County, Iowa, lying within the following described boundaries:

Commencing at a point which is 864 feet West of a point which is 1,040 feet South of the Northeast Corner of said Section; thence West along a line which is parallel with the North line of said Section a distance of 64 feet; thence South along a line which is parallel with the East line of said Section to the South line of the North One-half of the Northeast Quarter of said Section; thence East along the South line of the North One-half of the Northeast Quarter of said Section a distance of 64 feet; thence North along a line which is parallel with the East line of said Section to the point of beginning.

CITY OF WATERLOO

Council Communication

Resolution approving request of Esmir Ozegovic for a waiver for a concrete driveway, located at 3331 West Ridge Drive, with the elimination of the sidewalk section due to issues with the slopes.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
DW Waiver_3331 West Ridge Drive	Backup Material

SUBJECT:	Resolution approving request of Esmir Ozegovic for a waiver for a concrete driveway, located at 3331 West Ridge Drive, with the elimination of the sidewalk section due to issues with the slopes.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommended for approval by the City Engineer.
Summary Statement:	Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to issues with the slopes. I have reviewed this request and recommend its approval subject to the following provisions: 1. Work to be performed by an approved and bonded contractor. 2. A permit is to be obtained from the office of the City Engineer prior to construction. 3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Neighborhood Impact:	This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.
Legal Descriptions:	LOT 28, WEST RIDGE ADDITION IN THE CITY OF WATERLOO, IOWA

WAIVER

Date: 6/22/22

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

I hereby request a waiver to the driveway and sidewalk specifications for the construction of a Concrete driveway or sidewalk located at
(concrete or asphalt)
3331 West Ridge Drive.
(Address)

This waiver is needed because of:

____ special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).

____ elimination of the sidewalk section due to the inability to meet the grade requirements.

____ elimination of the sidewalk section for asphalt driveways.

____ placement of a driveway or sidewalk on City right-of-way on an unimproved street.

X Other: Sidewalk cross-slope issues, Private Driveway was adjusted, which exceed cross-slope of Public sidewalk specifications

I agree to the following:

1. To remove and replace this driveway to an official elevation at no additional expense to the City of Waterloo at such time that sidewalk is constructed.
2. To remove and replace the private driveway, as needed, to an official elevation at no additional expense to the City of Waterloo at such time that curb and gutter is constructed.
3. To pay for any additional expenses for the replacement of any such textured driveway or sidewalk that has been removed for any City of Waterloo project.
4. To employ a bonded contractor who shall obtain a permit from the office of the City Engineer.
5. To have the driveway constructed according to the specifications and policies of the City Engineer and under his supervision.
6. This waiver is for this property only.

Attached herewith is a payment in the amount of seven dollars ($7.00) for the purpose of recording this agreement. Make Payments Payable to: City of Waterloo.

Respectfully submitted,

Esmir Ozegovic
Printed Name of Property Owner

Signature of Property Owner

CITY OF WATERLOO

Council Communication

Resolution approving request of David Thierer for a waiver for a concrete driveway, located at 101 Byrnbrae Street, with the elimination of the sidewalk section due to the inability to meet the grade requirements.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
DW Waiver_101 Byrnbrae St	Backup Material

SUBJECT:	Resolution approving request of David Thierer for a waiver for a concrete driveway, located at 101 Byrnbrae Street, with the elimination of the sidewalk section due to the inability to meet the grade requirements.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommended for approval by the City Engineer.
Summary Statement:	Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 101 Byrnbrae Street. I have reviewed this request and recommend its approval subject to the following provisions: 1. Work to be performed by an approved and bonded contractor. 2. A permit is to be obtained from the office of the City Engineer prior to construction. 3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Neighborhood Impact:	This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.
Legal Descriptions:	LOT NO. NINETEEN (19), IN BYRNBRAE REPLAT, WATERLOO, IOWA

WAIVER

- 20" above Gutter Flow line for back of sidewalk location,
- Private Driveway roughly at 15-16% Slope

Date: 06/29/2022

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

I hereby request a waiver to the driveway and sidewalk specifications for the construction of a _____ driveway or sidewalk located at
(concrete or asphalt)

101 Byrnbrae Street.
(Address)

This waiver is needed because of:

_____ special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).

X elimination of the sidewalk section due to the inability to meet the grade requirements.

_____ elimination of the sidewalk section for asphalt driveways.

_____ placement of a driveway or sidewalk on City right-of-way on an unimproved street.

_____ Other: _____

I agree to the following:

1. To remove and replace this driveway to an official elevation at no additional expense to the City of Waterloo at such time that sidewalk is constructed.
2. To remove and replace the private driveway, as needed, to an official elevation at no additional expense to the City of Waterloo at such time that curb and gutter is constructed.
3. To pay for any additional expenses for the replacement of any such textured driveway or sidewalk that has been removed for any City of Waterloo project.
4. To employ a bonded contractor who shall obtain a permit from the office of the City Engineer.
5. To have the driveway constructed according to the specifications and policies of the City Engineer and under his supervision.
6. This waiver is for this property only.

Attached herewith is a payment in the amount of seven dollars ($7.00) for the purpose of recording this agreement.

Respectfully submitted,

David Thierer
Printed Name of Property Owner

David Thierer
Signature of Property Owner

CITY OF WATERLOO

Council Communication

Resolution approving the request of Michael Spence, for tax exemptions on the construction of a new single family home valued at $324,000.00, for property located at 1722 Lark Lane, and located in the City Limits Urban Revitalization Area (CLURA).

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
CLURA 1722 Lark Lane Form	Backup Material
CLURA 1722 Lark Lane Map	Backup Material

SUBJECT:	Resolution approving the request of Michael Spence, for tax exemptions on the construction of a new single family home valued at $324,000.00, for property located at 1722 Lark Lane, and located in the City Limits Urban Revitalization Area (CLURA).
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval.
Summary Statement:	The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.
Data/Analysis and Strategies:	Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	A Part of Lot 101 in "Huntington Park," Black Hawk County, Iowa, now in the City of Waterloo, Iowa, described as follows: Beginning at the Southwest corner of Lot 90 in said Addition; thence East along the North line of Lot 101 a distance of 100 feet to the Southeast corner of Lot 90 in said Addition; thence South along the East line of Lot 90 if extended a distance of 200 feet; thence West parallel with the North line of Lot 101 a distance of 100 feet; thence North along the West line of Lot 90 if extended a distance of 200 feet to the point of beginning, and; the West 5 feet of that part of Lot 101 in "Huntington Park," Black Hawk County, Iowa, Now in the City of Waterloo, Iowa, described as follows: Beginning at the Southeast corner of Lot 89; thence South along the East line of Lot 89, if extended 200

feet; thence West 100 feet; thence North 200 feet; thence East 100 feet to the point of beginning.

ATTN: Planning

For Office Use Only	
Date Received:	6-24-22
Received by:	LB
Staff to make a copy for applicant	

CITY LIMITS URBAN REVITALIZATION APPLICATION

APPLICATION FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW ONE OR TWO FAMILY DWELLINGS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) is a 3-year 100% property tax exemption on the actual value added for new construction one or two family dwellings (single family homes or duplex/twin homes only) that meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council. **Projects started prior to the adoption date of July 18, 2011 do not qualify.**

NAME: Michael Slence
ADDRESS: 1722 Lark Ln
TELEPHONE: 319-830-9610
SIGNATURE: [signature]
EMAIL: WFRMedic Local 66@gmail.
DATE: 5/3/2022

A. What is the *Address* of the property being improved? 1722 LARK LN.

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

See Attached

B. What was the nature of the improvement(s)? (must be single family homes or duplex/twin homes to qualify)

Single family home New Construction

C. City of Waterloo Building and Inspections Department Information:

Permit Number: ~~21-7239~~ 21-7239 Date permit was issued: ~~3-30-21~~ 5-3-21 Total permit(s) valuation: $324,000

D. What was the cost of the new construction? $324,000

E. Estimated or actual date of completion of this new construction? 6-2-22

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

_____ APPROVED DATED: _____ RESOLUTION NO: _____

_____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

_____ APPROVED DATED: _____

_____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor

A Part of Lot 101 in "Huntington Park," Black Hawk County, Iowa, now in the City of Waterloo, Iowa, described as follows: Beginning at the Southwest corner of Lot 90 in said Addition; thence East along the North line of Lot 101 a distance of 100 feet to the Southeast corner of Lot 90 in said Addition; thence South along the East line of Lot 90 if extended a distance of 200 feet; thence West parallel with the North line of Lot 101 a distance of 100 feet; thence North along the West line of Lot 90 if extended a distance of 200 feet to the point of beginning, and; the West 5 feet of that part of Lot 101 in "Huntington Park," Black Hawk County, Iowa, Now in the City of Waterloo, Iowa, described as follows: Beginning at the Southeast corner of Lot 89; thence South along the East line of Lot 89, if extended 200 feet; thence West 100 feet; thence North 200 feet; thence East 100 feet to the point of beginning.



CITY OF WATERLOO

Council Communication

Resolution awarding bid to Service Management Systems of Nashville, Tennessee, for a three (3) year agreement to provide daily custodial services for the Airline Passenger Terminal Building in the amount of $9,726.00 per month, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 7/18/2022
Prepared: 6/24/2022

ATTACHMENTS:

Description	Type
ALO - Courier Announcement of Business Opportunity	Backup Material
ALO - RFB Document	Backup Material
ALO - Form of Bid - SMS	Backup Material
ALO - Form of Bid - Marsden Bldg Svcs	Backup Material
ALO - Form of Bid - LGC Global	Backup Material
ALO - Custodial Bid Tab - Three Bids Received	Backup Material

SUBJECT: Resolution awarding bid to Service Management Systems of Nashville, Tennessee, for a three (3) year agreement to provide daily custodial services for the Airline Passenger Terminal Building in the amount of $9,726.00 per month, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Submitted By: Keith Kaspari, Airport Director

Recommended Action: Approve the recommendation for the Notice of Award for Airline Passenger Terminal Building Custodial Services by Airport Staff.

For approximately 14-years (2009 - 2022) Marsden Building Services of St. Paul, Minnesota (with local offices), has provided daily custodial services to the airline passenger terminal building from 6:00 a.m. to 12:00 Noon.

However, over the past few (5) years, the work completed has been less than satisfactory to my office as the airport director.

It has only since I began to complain to Marsden's President (Mr. Dave Nowacki regarding the monthly cost for the services received), that Waterloo Regional Airport received some level of management or supervisory support - however, that being said, it still has been less than satisfactory as we have seen a "revolving door" of cleaning personnel assigned to the airport - of which, I believe this to be due to a lack of significant training program - in contrast with a shadowing type of training program of between three to five days.

Marsden has, too, for many years, automatically provided annual increases in costs with no advance notice to Airport Staff, thereby allowing us to properly budget for said annual increases.

Summary Statement:

Today, Marsden Building Services provides two personnel, with one cleaner working Monday thru Thursday; and, another cleaner providing services on Friday-Saturday-Sunday.

Current monthly rate (including consummables) and at only 6-hours per day, totals $4,117.06 per month.

The lease has been operating on a month-to-month frequency for many years, and due to a consistent lack of quality work, it is time to transition to a new operator - and an operator that can provide additional time for cleaning services, but has a requisite training program of personnel to provide an excellent job for our residents / citizens / and users of the passenger terminal.

OF NOTE: Prior to expiration of the three year term, Staff would decide whether or not to continue with two (1-year) option terms.

Staff has completed all necessary reference checks for both Marsden and SMS, and while Marsden has received some good comments from their Minneapolis-based facilities, other locations with one in Iowa specifically, was not a surprise to my office, as it was to a degree disappointing.

As such, my recommendation, albeit more expensive than the Marsden bid, is I believe funds well spent on behalf of the Airport's Operating Budget and the citizens of Waterloo.

Neighborhood Impact:

As part of allowing a free, fair and open opportunity for local and area firms to take advantage of this Business Opportunity, Staff personally delivered RFB documents to a number of local firms, such as:

1. Midwest Janitorial Services (currently provides custodial services for City Hall); and,

2. Maid Pro.

Some firms took advantage of this opportunity, whereas, others, not at all.

For the above, I personally met with Midwest Janitorial Serivces (Aaron Schulze), for a terminal walk-thru, whereas for Maid Pro, provided email communication and feeback (to Mr. Whit Autry).

Data/Analysis and Strategies:

This Notice of Award ...

> Provides for a revised and an daily increase to 8-hours of day for cleaning services;
> Provides all-inclusive services, including consummables / Carpet / Windows / Tile / Enhanced Cleaning and Sanitization Services for COVID 19 and Variants (FAA and DHS-TSA Office areas), when and if applicable / Deep Disinfection / and Electrostatic Spraying.

Implementation, Accountability, and Communication:	Staff will be providing a formal Notice of Termination of Services to Marsden leadership, once SMS and the Airport Director agrees on a proposed start date. As noted above, while Marsden's bid was less, they noted their bid with a passenger total based on no more than 15,000 passengers per year (see highlighted areas on Marsden's Form of Bid). During my drafting of the RFB, I never requested of any responding agency / firm to stipulate their bid be based on a not to exceed passenger total. As such, wanting to be "fair" I reached out to Marsden's Business Development Manager to seek clarification. This outreach by my office was on Monday, June 6. As of this writing in NOVUS (June 24), the Bus. Dev. Manager has yet to return my call or email correspondence seeking clarification to his proposal. As such, since I did not stipulate any responding agency or firm to add in an annual proposal based on a TBD number of passengers, as Airport Director, I find that the Marsden proposal to be considered non-responsive to the bid specifications as drafted and submitted for response. Additionally, Staff reviewed the LGC Global bid submittal package, with findings that while they have airport experience (Chicago O'Hare Terminals 1 & 2) they also provide airport terminal custodial services to 14 other airports in India. Other locations, too, but not aviation related. Their bid was deemed by the Airport Director - excessive at $12,402.82 per month, not including other cleaning services as noted on LGC's Form of Bid. NOTE: LGC never made a visit to ALO - Waterloo Regional Airport to discuss the requested scope of services, or service expectations with Staff.
Community Engagement Methods:	Staff provided due notice to the local community for this Business Opportunity with the publication in the Waterloo-Cedar Falls / The Courier, on both April 10th and the 24th, along with the City's Website and the Airport Website. With three (3) bids received, the all inclusive monthly agreement for SMS totals $9,726.00 per month.
Expenditure Required/Source of Funds:	The source of funds will be derived from the Airport's Annual Operating Budget, in addition to being able to use: CRSSA or ARPA federal funding as these types of "custodial" costs are specifically listed as being eligible for the use of these federal funds.

Alternative:	No true or secondary alternative could be selected.
Legal Descriptions:	For this project, Staff allowed the Request for Bids (RFB) to be reviewed by the Waterloo City Attorney. As such, Staff made the necessary and recommended edits and revisions, prior to placing the RFB on the street.

WATERLOO
REGIONAL AIRPORT

WATERLOO – CEDAR FALLS

THE COURIER

Business Opportunity

WATERLOO, IA: The Waterloo Regional Airport, a department of the City of Waterloo, is requesting Letters of Interest from local / area / regional firms interested in providing daily custodial services at the Airline Passenger Terminal Building located at 2790 Livingston Lane, Waterloo Regional Airport, Waterloo, Iowa 50703.

Service provider must be experienced in all aspects of providing high-quality custodial services to the Airport Administrative Staff and Passenger Terminal Tenants; all with a goal of showcasing a spotless passenger terminal building to ALO's Airline Passengers.

Service provider must demonstrate a minimum of ten (10) years of viable custodial experience. References will be checked.

For additional information and to receive a copy of the Request for Bids (RFB), (with bids due by NLT 1:00 on Thursday, May 19, 2022) for a Term of Three (3) Years with a two (2) year extension, can be obtained by contacting Keith Kaspari, Airport Director, Waterloo Regional Airport, 2790 Livingston Lane, Waterloo, Iowa, 50703, or 319-291-4483 or **KEITH.KASPARI@WATERLOO-IA.ORG**

CITY OF WATERLOO, IOWA
Request for Proposals (RFP) for The
WATERLOO REGIONAL AIRPORT
For The
Airline Passenger Terminal Building

The City of Waterloo, Iowa, and under the oversite of the Waterloo Airport Board, and under final jurisdiction of the Waterloo City Council, is seeking bids for the furnishing of daily janitorial services for the City of Waterloo at, and for, the Waterloo Regional Airport's Airline Passenger Terminal Building.

To be considered for this project, the bidder must be familiar with the specifications set forth in the bid document; and, the bidders shall offer to furnish those janitorial services (Personnel, Equipment and Consumables) to the City as required in the bid document.

This entire document shall be considered as binding, part of the contract, and must, and at a minimum, meet or exceed the specifications as set forth in this Request for Bids (RFB).

TERM:

The term of the contact and price shall be fixed, each year over a three (3) year term, commencing on or Friday, July 1, 2022, and continuing through June 30, 2025.

The City may offer a two (2) year extension the contract if the City of Waterloo acting through the Airport Board gives Notice of Said Intent prior to 180 days of June 30, 2025. If an extension is not offered, or any extension offer is not accepted, the contract shall expire on June 30, 2025.

Said contract period shall include quarterly reviews of services performed for each quarter of the three-year term – and any extension agreed to – to ensure that the service provider is performing in compliance with the language of the contract.

Reviews shall be attended and completed by the Airport Director or his/her designee, and the Area Manager/s of the service provider.

THE CITY OF WATERLOO RESERVES THE RIGHT TO WITHDRAW THIS RFP AT ANY TIME BEFORE AWARD OF CONTRACT.

1. **Term of Contract:**
   As noted above, the price quoted for the three (3) year term shall be **FIXED**. There may be an option to extend the janitorial agreement for one (1), two (2) year period.

   This option may be offered to the Contractor by the City of Waterloo if the City Council is satisfied with the service provider's performance during the initial contract period.

2. **Definitions:**

Project Manager:	Keith Kaspari, Airport Director
City:	City of Waterloo dba Waterloo Regional Airport
Address of Work Site:	2790 Livingston Lane, Waterloo, IA 50703
Contractor:	Successful bidder that is awarded the contract for daily (Seven – 7 – days per week) janitorial services.
Work Hours:	See Section No: 16 on Page 6.

   City is requesting estimated monthly costs for daily custodial services

3. **Building Information:**
   The City of Waterloo Public Works Facility is, excluding terminal basement, approximately 40,000 +/- square feet in total, which includes both public and non-public areas, in addition to areas to receive custodial – and those areas that will not receive custodial services.

   Janitorial services required and areas to be serviced are identified in Paragraph 16 of this RFP, and as described on Exhibit No: B of this RFP.

4. **Important Dates:**
   Pre-Bid Meeting:
   A walk-thru inspection of the areas to be serviced can be scheduled in advance of submitting the bid by contacting the Project Manager at 319-291-4483 (preferred) or by email at: **KEITH.KASPARI@WATERLOO-IA.ORG**

   Bid Submittal Deadline: Bids must be received by the City no later than 1:00 P.M. Central Time, on **THURSDAY, May 19th, 2022.**

   Submit Bid (& Bid Bond) to: **CITY OF WATERLOO – CITY HALL**
   Office Ms. Kelley Felchle, City Clerk
   715 Mulberry Street
   Waterloo, IA 50703 / **319-291-4323**

   All bids shall have prices clearly printed on the attached "FORM OF BID". All bids are to be submitted in a sealed envelope, clearly marked as follows: "BID PROPOSAL FOR JANITORIAL SERVICES – CITY OF WATERLOO – WATERLOO REGIONAL AIRPORT – AIRLINE PASSENGER TERMINAL BUILDING."

All bids shall be accompanied with a bid security of 5% of the bid price for one year. Bid security shall be submitted with the bid proposal in a sealed envelope, clearly marked as: **"BID SECURITY FOR JANITORIAL SERVICES"**.

The name of the business submitting the bid must also be clearly marked on both envelopes. Any bid submitted after the specified date / time shall be rejected.

All bids must be hand delivered or mailed to the above address, and it is the sole responsibility of the bidder to ensure that the bid is received by the City at the above location and time. Any bid submitted after the specified date and time shall be rejected.

NO FAXED BIDS WILL BE ACCEPTED UNDER ANY CIRCUMSTANCES

5. **Bid Opening:** **Thursday, May 19th, 2022**
   City Hall, First Floor Conference Room at **1:00 P.M. CST**
   715 Mulberry Street, Waterloo, IA 50703

6. **Contract / Project to Commence:**
   Janitorial contract shall commence on or around Friday, July 1, 2022, and after execution of of the contract.

   The successful bidder shall submit two (2) original signed contracts to be reviewed and approved by the Waterloo Airport Board, with formal and final approval by the Waterloo City Council and signed by the Mayor and City Clerk.

   The City's proposed form of contract is attached as Exhibit "A" to this RFP. If bidder has an alternate form of contract it proposes to enter into with the City, it must be included with the bid, but the City is not obligated to accept the form of contract that bidder proposes.

   In conformity with Iowa Code § 8A.311(12), the bidder shall give preference to purchasing Iowa products and purchasing from Iowa-based businesses.

7. **Bid Rejection / Acceptance:**
   The City reserves the right to reject any and all bids, to waive informalities or irregularities in bidding if such waiver does not substantially change the offer or provide a competitive advantage to any bidder. The City reserves the right to defer acceptance of any bid for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving bids.

   Award of contract shall be made to the most responsible and responsive bid from a bidder whose proposal offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. References will be made.

   The City will evaluate proposals in light of all factors it considers relevant, including but not limited to price, prior dealings, reputation, knowledge, skills, and other information provided by the bidder in response to this RFB.

The City may select a bidder based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.

A bidder's submission of a bid constitutes its acceptance of the City's evaluation technique described in this section and its recognition and acceptance that subjective judgments will be used by the evaluators during the review and evaluation process.

Financial terms will not be the sole determining factor in the award. To determine the award, the City will use a bid evaluation method that will enable the City to award a contract to the bidder offering services and experience that represents the best overall value to the City.

In addition, the bidder shall be required to provide a minimum of five (5) references from current service contacts that will be contacted as an additional determining factor of the future and to be issued, Notice of Award and Contract (See Exhibit A).

Any contract award(s) made by the City of Waterloo is subject to prior approval by the Waterloo Regional Airport Board with final and formal approval by the City Council of the City of Waterloo, Iowa.

8. **Bid Withdrawal:**
   All bid prices, upon submission by bidder, are recognized by the City and bidder to be irrevocable for a minimum of thirty (30) calendar days after the scheduled opening of bids, except with the consent of the City.

9. **Bid Security:**
   Each bidder shall accompany the bid with a bid security in the form of a bid bond, cash deposit, or a guarantee of funds drawn on a solvent bank or credit union chartered under the laws of the United States or the State of Iowa, in the amount of not less than 5% of the total first year of the proposed project.

   Bid security shall be made payable to the City of Waterloo. Bid security shall be submitted in a separate sealed envelope and be affixed to the bid. The envelope shall have the company name and address clearly stated along with being labeled as "Bid Security".

   Bid security shall be returned to bidders who were not awarded the contract, upon signing of the contract.

10. **Reserved by Airport Director:**

11. **Taxes and Late Fees:**
    The City is a governmental agency and does NOT pay taxes or late fees.

12. **Terms of Payment:**
    The Contractor shall submit a monthly invoice request for payment. The City shall endeavor to make payment in a reasonable time frame and manner.

13. Termination of Services:

Either party may terminate the contract with a One Hundred Eighty (180) days' advance written notice to the other party, or as otherwise provided in the contract.

14. Interpretation of the Contract Documents:

Bidders are hereby given notice to check carefully the accuracy and arithmetic of their bids before submission of said bid.

Plea of errors in bid may nevertheless result in acceptance or rejection of that bid and award to the next lowest responsible bidder as determined by the City pursuant to Section 7 above.

The bidder shall verify all sizes, locations and existing conditions prior to bidding. If any discrepancy is noted by the bidder, the Project Manager shall be notified immediately.

In the event that any questions shall arise after the letting of the contract respecting the true meaning of the specifications, the matter shall be referred to the Project Manager, whose decision shall be final as to all parties to the contract. No advantage shall be taken of any manifest clerical errors or omissions or questions the bidder may have which could affect the bid before submitting the bid.

15. Insurance and Legal Requirements:

15.1. The Contractor shall maintain adequate liability insurance in form(s) sufficient to protect the City of Waterloo, its agencies, its employees, its clients and the general public against loss, damage and/or expense related to performance under the contract and in amounts specified in Section 15.4.

All insurance shall be on an occurrence basis, shall be primary and non-contributory, and shall include a waiver of subrogation.

15.2. The Contractor shall provide a Certificate of Liability insurance naming City of Waterloo as additional insured on policies of general liability and automobile liability, and said insurance certifications must be provided to the City of Waterloo before or upon award and signing of contract and a renewal certificate each year before expiration.

15.3. In the event insurance coverage is canceled or non-renewed, the City of Waterloo must be notified immediately. If at any time during the contract period the Contractor fails to maintain the minimum insurance coverage, the contract may be canceled at the City's option.

15.4. Minimum insurance requirements are as follows:

Comprehensive General Liability	$2,000,000
Comprehensive Automobile Liability	$1,000,000
Workers Compensation	State Statutory

15.5. Hold Harmless: The Contractor shall defend, indemnify and hold harmless the City of Waterloo, its officers, employees, agents, and/or representatives from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of the contract, to the extent arising from the negligent intentional acts or omissions of the Contractor, its officers, agents or employees.

16. General Requirements:

16.1. The major cleaning shall be done during normal business hours **(Ex: 6:00 a.m. to 2:00 p.m.)**, or an agreed upon schedule between the City and Contractor; pending the schedule for airline departures each day of the seven-day work week; and, pending the total number of work hours as agreed to.

The above work hours, as only one example, shall include a non-paid 30-minute lunch and two (2) unpaid 15-minute coffee or rest periods.

The Contractor's personnel must be present (on-site) at all times during the work shift while the cleaning services is being performed.

All of the Contractor's personnel must be identifiable my means of not less than a name badge with the Contractor's identification and the employee name on the badge.

16.2. To the extent permitted by applicable federal or Iowa law, the Contractor will provide the Project Manager with a criminal background check form on each employee having access to non-public areas of the terminal building.

The information needed include, at a minimum, correct First – Middle – Lane Name, date of birth and social security number.

The Waterloo Police Department will conduct an initial criminal background check to verify this information, and the City will have the option of denying access at its discretion to persons with significant offenses it determines to be relevant.

Additionally, with Contractor's personnel having access to the Security Checkpoint, all Contractor's personnel will be required to comply with Transportation Security Administration Requirements (TSAR) 1542 via a 10-Year Criminal Records History Check (CHRC), and shall agree to have their personnel assigned to the Waterloo Regional Airport, fingerprinted, with said fingerprints being submitted to the Transportation Security Clearinghouse (TSC).

TSC approval shall be obtained by the Office of Personnel Management (OPM) via the Federal Bureau of Investigation (FBI) with results required to be deemed satisfactory to continue employment for the performance of janitorial services at the Waterloo Regional Airport.

City / Airport shall provide a copy of the fingerprint results to the Contractor. Contractor shall reimburse the City / Airport for the cost of said fingerprinting services.

16.3. The Contractor's personnel shall also sign a "Confidentiality Agreement" which essentially states that any information the cleaning staff my inadvertently read in the process of performing their duties shall remain STRICTLY CONFIDENTIAL.

Unauthorized use or disclosure of confidential information, including but not limited to protected health information, will result in disciplinary action up to and including recommendation for termination and possibly imposition of fines pursuant to applicable local, state and federal laws.

16.4. The Contractor's staff will work primarily week days and weekend days, pending the airline schedule, for scheduled departures, and to possibly be discussed during the pre-bid walk-thru.

16.5. The Contractor shall supply at its own cost all paper towels, toilet tissue, hand soap, can liners, cleaning supplies (consumables) and any and all equipment needed to properly maintain the building's cleanliness.

16.6. The City shall provide adequate storage room(s) Examples: Janitorial closets on both first and second floors, mop sinks, storage areas for the Contractor's use at no cost. If additional storage space is needed, Contractor shall contact the Project Manager (Airport Director).

16.7. The Contractor shall inform the Airport Director, or his/her designee, if it observes various maintenance-related problems such as burned out lights, plugged drains, water leaks, etc.

16.8. The Contractor shall perform the following janitorial assignments at the prescribed frequency and building locations as listed below.

Assignments include sweeping and mopping of tile floors, vacuuming of carpeted floors, cleaning of tables and chairs, emptying of trash, cleaning of Office Area countertops / Ticket Countertops / Gate Countertops and others, along with the Pandemic required enhanced cleaning and disinfection of numerous terminal-area touchpoints and surfaces.

Restroom / Lobby and both office and general areas on both floors of the airline passenger terminal building shall include the cleaning and/or scrubbing of toilets, urinals, sinks, mirrors, countertops, floors and disinfecting touch point surfaces.

Daily or as-needed restroom maintenance shall also include replacement of consumables such as: Toilet paper, Paper Towels, Hand Cleaning Disinfecting / Anti-Bacterial Soaps, Trash Can Liners, Etc.

AIRLINE PASSENGER TERMINAL BUILDING – FIRST FLOOR

Location of Work	Service Task	Daily / Or As Needed	Weekly / Or As Needed	Monthly or Bi-Monthly	Bi-Annually Quarterly	Annually	Other Frequency
Stairwell	Vacuum Carpet		X				Weekly x 2 M-Th
Elevator	Vacuum Carpet & Wipe Down Interior & Exterior			X Monthly			
Stairwell Handrails	Wipe Down with Approved Cleaner / Disinfectant	X Daily					
Hallway Corridor	Vacuum Carpet	X Daily					
SW Entrance Vestibule	Sweep and Mop Area		Weekly x 2 Tue & Fri				
Area Behind Airline Ticket Counters	Vacuum Carpet, Wipe Down Ticket Counters, Door Handles, Wipe Down Bag Wells	Vacuum Carpet Daily	Other Areas as Listed - Weekly				
Hallway Corridor & Ticket Counter Area Ceiling Lights	Light Lenses and Dusting of Door Frames			X Monthly Dusting	X Bi-Annual Wipe Down of Light Lenses		
Lobby & Baggage Claim Area Light Fixtures	Light Lenses and Dusting of Door Frames			X Monthly Dusting	X Bi-Annual Wipe Down of Light Lenses		
Baggage Claim Area Advertising Cases	Dusting of Advertising Frames			Monthly Dusting Clean Glass on John Deere Display Case			
Conference Room No: 1 (Ticket Counter)	Vacuum Carpet and Wipe Down Conference Table			X			
Conference Room No: 2 (Bag Claim Area)	Vacuum Carpet and Wipe Down Conference Table			X			
Men's Restroom	Sweep, Mop, Clean and Restock Restroom	X	Check & Tighten Toilet Seats As Needed				Check again before leaving worksite
Women's Restroom	Sweep, Mop, Clean and Restock Restroom	X	Check & Tighten Toilet Seats As Needed				Check again before leaving worksite
Family Restroom	Sweep, Mop, Clean and Restock Restroom	X	Check & Tighten Toilet Seats As Needed				Check again before leaving worksite
Check Point Area Unisex Restroom 1	Sweep, Mop, Clean and Restock Restroom	X	Check & Tighten Toilet Seats As Needed		Scrubbing of Tile Floor & Grout (Bi-Annually)		Check again before leaving worksite
Check Point Area Unisex Restroom 2	Sweep, Mop, Clean and Restock Restroom	X	Check & Tighten Toilet Seats As Needed		Scrubbing of Tile Floor & Grout (Bi-Annually)		Check again before leaving worksite
Rental Car Office 1	Vacuum, Remove Trash, Wipe Down Rental Car Counter Top						Weekly x 3 M-W-F (or) Tu-Thur-Sat
Rental Car Office 2	Vacuum, Remove Trash, Wipe Down Rental Car Counter Top		X				Weekly x 3 M-W-F (or) Tu-Thur-Sat
Vending Area	Vacuum and Wipe Down Tables & Chairs			1st & 15th			
Information Center Desk	Vacuum Area Carpet → Wipedown Desk Top →						M-W-F M-W-F
Walk Curbside Full Length	Remove Common Trash, Cigarette Butts, Etc.	X					Check again before leaving worksite
Crosswalks & Turf Island Areas	Remove Common Trash, Cigarette Butts, Etc.	X					Check again before leaving worksite

Location of Work	Service Task	Daily or As-Needed	Weekly or As-Needed	Monthly or Bi-Monthly	Bi-Annually or Quarterly	Annually	Other Frequency
TSA Break Room Area	Vacuum, Remove Trash, Door Handles, Dust, General Wipe Downs / Disinfection	(As Needed) Unplugging of Sink Drain					Weekly x 3 M-W-F (or) Tu-Thur-Sat
FAA Tech Ops Office (Corridor)	Vacuum, Remove Trash, Door Handles, Dust, General Wipe Down / Disinfection						Weekly x 2 Mo & Thu or Tu & Fri
ATO No: 2 FAA Tech Ops Office	Vacuum, Remove Trash, Door Handles, Dust, General Wipe Down / Disinfection						Weekly x 2 Mo & Thu or Tu & Fri
ATO No: 3 Airline Ticket Office (Vacant)	Sweeping of Office Areas	Currently vacant. Only as needed					
Terminal Lobby, Main Entrance, Airline Ticket Counters, Check Point Entrance and Baggage Claim Area	Vacuum, Remove Trash, Door Handles, Dust, Interior Windows, Water fountains, General Wipe Down & Disinfection of Flat Surfaces	Weekly x 3 M-W-F					
Main Entrance Vestibule	Vacuum Entrance			Monthly Cleaning of Windows / Doors			Weekly x 3 Tue-Thu-Sat
Rental Car & Baggage Claim Entrance Vestibule	Floor Cleaning Glass Cleaning		Sweep & Mop Tile, Vacuum Entrance Mat, Windows				
Secured Gate Area	Vacuum, Remove Trash, Door Handles, Dust, Interior Windows, General Wipe Down & Disinfection of Flat Surfaces and Pax Seating				Interior Cleaning of All Window Glass (Biannually)		Weekly x 2 Tues & Fri
Passenger Boarding Bridge	Vacuum Carpet			Monthly Dusting of Sidewalls			Weekly x 3 Tue-Thur-Sat
Gate 1 Vestibule	Sweep and Mop Vinyl Tile Vac Walk-Off Matt		X		Biannual Cleaning of Windows		
Gate 2 Vestibule	Sweep and Mop Vinyl Tile			X	Biannual Cleaning of Windows		
Secured Area of Gates 1 & 2	Vacuum, Remove Trash, Door Handles, Dust, General Wipe Downs / Disinfection	Weekly x 2 Mo & Thu or Tu & Fri			Biannual Cleaning of Windows		
Airline Office Areas Ops. & Manager Offices	Remove Trash, Door Handles, Dust, General Wipe Downs of Flat Surface Areas & Disinfection	Ops and BMU Unisex Restroom					Weekly x 3 M-W-F or Tu-Thur-Fri
Rear Stairwell	Sweep Stairs and Landings x 3, Clean Handrails, with All Purpose Cleaner		X				
Check Point Entrance	Wipe Down Stainless Steel Tables w/ TSA-approved cleaner	X					
Other - TBD	??						
Other - TBD	??						
Other - TBD	??						

AIRLINE PASSENGER TERMINAL BUILDING – SECOND FLOOR

Location of Work	Service Task	Daily / Or As Needed	Weekly / Or As Needed	Monthly or Bi-Monthly	Bi-Annually or Quarterly	Annually	Other Frequency
Stairwell	Vacuum Carpet		X				Weekly x 2 Mo &Th
Elevator	Vacuum Carpet & Wipe Down Interior & Exterior			X			
Handrails	Wipe Down with Approved Cleaner / Disinfectant	X					
Hallway Corridor	Vacuum Carpet	Vac Daily Spot Cleaning of Stains with Airport Machine			Bi-Annual Cleaning of Interior Windows		Weekly x 2 Mo & Th
Hallway Windows Next to Closet and Admin Offices	Cleaning of Windows				Bi-Annual Cleaning of Interior Windows		
Hallway Ceiling Light Lenses	Quarterly Wipe down of Light Lenses Dusting of Door Frame			X Monthly Dusting	Quarterly, or Jan / Apr / July / Oct		
Conference Room	Vacuum Carpet, Wipe Down Conference Table, Chairs and Countertop		X		Bi-Annual Cleaning of Interior Windows		
Men's Restroom	Sweep, Mop, Clean and Restock Restroom	X			Scrubbing of Tile Floor & Grout (Bi-Annually)		Check and tidy up before leaving worksite
Women's Restroom	Sweep, Mop, Clean and Restock Restroom	X			Scrubbing of Tile Floor & Grout (Bi-Annually)		Check and tidy up before leaving worksite
Airport Copy & File Room	Vacuum and Remove Trash		Sweep Floor and Empty Trash	Mop Floor	Clean Interior Windows		Wednesdays Only
Airport Office (Sheila)	Vacuum and Remove Trash	As Needed Spot Cleaning of Stains w/ Airport Machine	Vacuum	Monthly Dusting	Bi-Annual Cleaning of Hallway and Other Interior Windows		Weekly Wednesdays
Airport Office (Keith)	Vacuum and Remove Trash	As Needed Spot Cleaning of Stains w/ Airport Machine	Vacuum	Monthly Dusting	Bi-Annual Cleaning of Hallway and Other Interior Windows		Weekly Wednesdays
TSA Supervisors Office	Vacuum, Remove Trash, Door Handles, Dust, General Wipe Downs / Disinfection				Bi-Annual Cleaning of Interior Windows		Weekly x-3 Tu-Thur-Sat
TSA Training Office	Vacuum, Remove Trash, Door Handles, Dust, General Wipe Down / Disinfection				Bi-Annual Cleaning of Interior Windows		Weekly x-3 Tu-Thur-Sat
FAA SSC Manager (Ron)	Vacuum, Remove Trash, Door Handles, Dust, General Wipe Down / Disinfection				Bi-Annual Cleaning of Interior Windows		Weekly x 2 Mo & Thu or Tu & Fri
FAA Admin Support (Amy)	Vacuum, Remove Trash, Door Handles, Dust, General Wipe Downs / Disinfection				Bi-Annual Cleaning of Interior Windows		Weekly x 2 Mo & Thu or Tu & Fri
FAA Tech Ops Office (Various)	Vacuum, Remove Trash, Door Handles, Dust, Interior Windows, General Wipe Down / Disinfection				Bi-Annual Cleaning of Interior Windows		Weekly x 2 Mo & Thu or Tu & Fri
Rear (West) Stairwell	Sweep Stairs and Landings (x 3), Clean Handrails, with All Purpose Cleaner		X				
Other Reserved by Staff	TBD						

*** Touchpoint Disinfecting:**

The Contractor shall use standard EPA-approved disinfectants and cleaners to sanitize critical items that may come into contact with skin (hands).

This includes shared articles that facility staff touch (touchpoints) throughout any given workday, including but not limited to the following: Door Handles / Push Bars / Push Panels / Light Switches / Cabinet Handles / Restroom Fixtures (Faucet & Toilet Handles – Dispensers - Counter Top Surfaces / Etc.), Elevator Call Buttons / Stairwell Handrails / Telephones / Equipment Push Buttons (Copiers, Etc.), Countertops / Tables / Soda Machine Selection Buttons. *

16.9. The Contractor shall provide a list of all cleaning supplies, paper goods, can liners, hand soap, disinfectants, etc., used by the Contractor in the performance of this contract to the Project Manager for approval prior to contract startup date. This list shall include product name and supplier name.

16.10. The Contractor shall provide a "Safety Data Sheet" (SDS) for every chemical to be used by the Contractor.

16.11. The City will provide the Contractor with access and keys to the facilities for which services are to be provided. It is the responsibility of the Contractor to see that keys are NOT misplaced, lost, stolen or copied.

a) The use of keys by an employee of the Contractor at an unauthorized time or for an unauthorized reason may be reason for termination of the employee and/or contract.

b) In the event that a key(s) provided to the Contractor or its employee is lost, misplaced or stolen, the Contractor will be responsible for notifying the Project Manager or his designated representative, and Contractor shall pay for replacement cost of key(s) and/or, if necessary, changing of locks.

16.12. It will be the responsibility of the Project Manager to determine what is deemed satisfactory performance of the Contractor, which will be based primarily on the continuous acceptable appearance of the facilities.

16.13. The Contractor's management personnel shall make regular and frequent inspections to assure that work is being performed in accordance with these specifications. The management personnel shall report to the Project Manager on a regular, pre-agreed upon schedule.

16.14. The Contractor will be responsible for the repair or replacement of any damaged equipment or damages to the building that may occur during the course of carrying out the prescribed duties. If damages cannot be repaired by the Contractor, it shall be reported to the Project Manager or his representative, and the cost of said repair shall be deducted from the monthly invoice.

16.15. The monthly charge includes the services as outlined. Any work not mentioned can be negotiated and performed after written approval.

Except for holidays, these services shall be performed daily, or seven (7) days per week, Monday through Sunday – including all Holidays, unless severe weather would prevent such scheduling.

16.16. Reserved by Airport Director.

16.17. Reserved by Airport Director.

16.18. The Contractor should direct any questions, concerns or complaints to the Airport Director, Keith Kaspari, or his designated representative at 319-291-4483.

17. References:

The bidder must provide along with proposal the names of five (5) or more references, preferably from institutions or businesses of comparable size in which Contractor currently provides janitorial services. **(Reference Page No: 4)**

Bidder must list the following:

1. Names of Firms;
2. Addresses;
3. Phone Numbers;
4. Name and Title of Contact Person/s; and,
5. How Long Bidder has Provided Janitorial Services for this Business, Agency or Firm.

BID ALTERNATE No: 1

Window Cleaning

Bidder shall provide a cost to perform the following:

Semi-Annual cleaning of Exterior Windows in all areas located on both First and Second Floors, Office Areas, Meeting Rooms, Gate Areas, and Other Areas as may be determined during the walk-thru.

Bi-Annual Cleaning No: 1 (November $_____) No: 2 April $ _____)

BID ALTERNATE No: 2

Carpet & Tile Cleaning

Bidder shall provide a cost to perform the following:

A. Semi-Annual or Annual Carpet Cleaning – in all First and Second Floor carpeted areas as described in the Terminal Layout and Drawing, including all lobby, baggage claim, airline, TSA, FAA, All Conference Rooms, Rental Car Offices and other areas as may be directed by Airport Staff.

Bidder shall state method of cleaning of the carpet squares located in the terminal building lobby which was installed in December 2020 / January 2021.

B. Floor Tile Cleaning – All floor tile located in the first and second floor restroom areas, to include all restroom areas located in and outside of the Passenger Security Checkpoint.

C. Tile Stripping and Waxing: All Tile located in all areas of the passenger terminal office area currently using vinyl floor tile (Exs: Airline, TSA, FAA or other office areas).

BID ALTERNATE No: 3

Enhanced Cleaning and Sanitization Services (COVID-19 and Variants)

Bidder shall provide the cost of the following:

Providing Enhanced Cleaning and Sanitization Services as may be required, and at the frequency described in this RFP Document, for the general lobby area of the passenger terminal, airline ticket counters, airline gate counter, rental car counter/s, the additional cost for daily Enhanced Cleaning and Sanitization over and above the daily / weekly / monthly / or annual cost of Custodial Services as described in this RFP document.

Bid Alternate No: 3 shall are to be provided by the Contractor on a Daily Basis or, as-needed, as-requested basis at either or both of the above facilities.

All disinfecting, if required by either the start date of this Agreement, or if required by guidance received by the Centers for Disease Control and Prevention, shall be done by Certified Disinfection Specialists, and only with formal notification to Contractor by the Airport Director.

This Bid Alternate No: 3 consists of the areas as indicated on Pages 8-9-10.

Locations:

The areas to be cleaned at the Airline Passenger Terminal Building are listed on Pages 8-9-10 of this RFB.

Bid Alternate No: 3 - A:

Deep Disinfection Cleaning Services:
The Contractor will deploy deep disinfection cleaning to mitigate actual or presumed human health hazards, such as from the COVID-19 virus, based on suspected or confirmed presumptive positive test or other disease indications.

The Contractor will use EPA-approved (Hospital Grade) disinfectants to sanitize all critical and some non-critical items and surfaces that can potentially host a pathogen/virus. This typically means items that may come into contact with problematic bacteria or viruses, infectious material, or even bloodborne pathogens.

Following initial disinfection, the Contractor will provide ATP meter testing to check surfaces for pathogens.

According to the Centers for Disease Control and Prevention (CDC), critical contact surfaces include the following (and anywhere the suspected or confirmed individual traveled throughout the facility):

1. All Touchpoint Surfaces;
2. Desk Top Surfaces;
3. Desk Drawer Handles / Face Plates;
4. Touch Screens;
5. Chair Surfaces and Hand Rails;
6. Table Tops / Kitchen and area Tables;
7. Copier Equipment Buttons and Touchable Surfaces;
8. Vinyl or Leather Covered Chairs and Partitions / Dividers;
9. Hard Surface Flooring Surfaces;
10. Carpeted Surface (Where Applicable);
11. Window Sills;
12. Vertical Metal / Wood on Partitions;
13. Door Frames;
14. Various Desk Surfaces;
15. Elevator Walls and Stainless Steel Surfaces;
16. Presentation Boards (if Applicable and if desired by Owner / Tenant);
17. All Cabinet Surfaces;
18. Wall Surfaces; and,
19. Hard Surface Ceiling.

This service shall be used to complement existing cleaning service standards with disinfection.

Alternate No: 3 - B

Electrostatic Spraying:
The Contractor may also be requested to use a broader coverage electrostatic spraying with EPA registered and approved disinfectants.

Only EPA-registered disinfectants from the EPA's List N are to be used with electrostatic and other sprayers.

Disinfectants that are found on List N are deemed effective against SARS-CoV-2 and are appropriate to be used to disinfect environmental surfaces that may be contaminated with this novel virus.

CITY OF WATERLOO

FORM OF BID

The bidder, having fully read this Request for Bids (RFB) for Janitorial Services, hereby acknowledges that this Bid Proposal completely reflects the total bid price for all services required by the RFB, and for each year of the three (3) year term and any extension as maybe agreed to.

It is the bidder's responsibility to determine the bid price based on the bidder's own evaluation of the space to be covered and work to be done.

Bid (monthly) for regular Custodial Services
at the Airline Passenger Terminal Facility: _____

Bid Alternate No: 1
(Window Washing): _____

Bid Alternate No: 2
(Carpet & Tile Cleaning): _____

Bid Alternate No: 3
(Enhanced Cleaning and Sanitization Services – COVID-19 and Misc. Variants):
(If applicable)
_____

Bid Alternate No: 3 – A
(Deep Disinfection): _____

Bid Alternate No: 3 – B
(Electrostatic Spraying): _____

_____ _____
(Company Representative Name) (Title)

_____ _____
(Company Representative Signature) (Date)

EXHIBIT "A"

FORM OF CONTRACT

CONTRACT FOR JANITORIAL SERVICES
Waterloo Regional Airport – Airline Passenger Terminal Building

This Contract for Janitorial Services (the "Contract") is entered into as of _____, 2022 by and between the City of Waterloo, Iowa ("City") and _____ _____ ("Contractor").

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

1. Services: For a period of three (3) years after the date of this Contract, beginning on or about July 1, 2022; and ending on, June 30, 2025, and subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, personnel, labor, materials, paper products and chemicals, common custodial equipment and tools, and services to perform and substantially complete all work as described in the Contract Documents (defined below) at the City of Waterloo's Regional Airport at the Airline Passenger Terminal Building.

   Contractor shall provide the above services at the cost set forth in Contractor's RFP response. Contractor's invoice for services authorized under this Contract shall be submitted on a monthly basis and will be paid within thirty (30) days after receipt.

   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 Contract terms.

2. Contract Documents: The Contract Documents consist of the following:

   a. This Contract
   b. Request for Bids
   c. Addenda, if any
   d. Response (Proposal or Bid) from the Contractor
   e. Contractor's completed and signed Bid Form

   These documents form the Contract Documents and are all fully incorporated as a part of this Contract as if attached to this Contract or set forth in full herein. In the event of any conflict or ambiguity among the Contract Documents, the document in the order set forth above that first addresses the issue or provision in question shall govern.

3. Communication: Contractor shall exercise best efforts to maintain communication with Airport Administrative personnel whose involvement is necessary or advisable for successful and timely completion of the scope of work at the Regional Airport. Communications between the parties shall be verbal or in writing, as requested by the parties, or as dictated by the subject matter to be addressed.

4. Personnel Changes: Upon written request from the City, Contractor will remove from service any employee assigned to Client's premises who has engaged in improper conduct, including but not limited to a failure to perform Contractor's duties hereunder, and shall furnish such additional and qualified personnel as may be necessary.

5. Property Damage: Contractor shall be responsible for all damage to public or private property. Contractor shall keep a report of all damage and shall promptly report same to City.

   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.

6. Default; Termination for Cause: In the event that the 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) charge Contractor a sum equal to the City's costs to remedy Contractor's non-compliance, including but not limited to actual costs incurred by City in paying a third-party contractor or the actual costs (salary and benefits) of time devoted by City personnel performing the work;

   c) declare a default of this Contract and terminate this Contract by delivery to Contractor of written notice of termination; and/or

   d) take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder.

   City shall notify Contractor in writing of any charges assessed under paragraph b) above, and City may recover such charges by deduction from City's payment to Contractor at any time after 30 days from delivery of notice. No delay in enforcing the provisions of this section 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.

7. Termination for Convenience. This Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. Either party may also choose to terminate this Contract at any time by delivering to the other party a 120-days' advance written notice of intent to terminate.

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

9. 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 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.

10. 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 and ordinances of the City of Waterloo, which are herein incorporated by reference and made a part of this Contract.

11. 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.

12. 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.

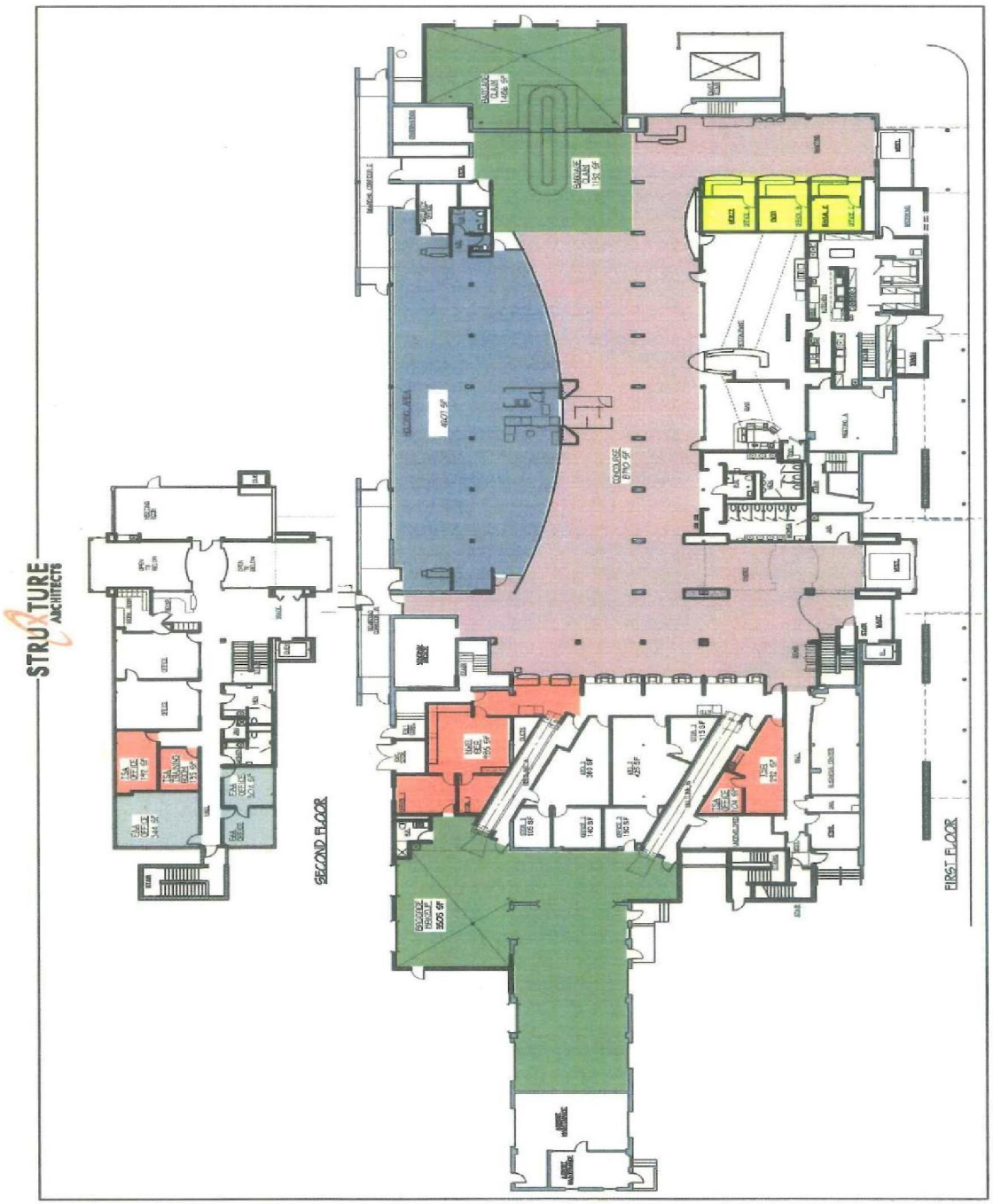
    IN WITNESS WHEREOF, the parties have executed this Contract for Janitorial Services as of the date first set forth above.

CITY OF WATERLOO, IOWA	**CONTRACTOR**
By: _____	_____
Quentin Hart, Mayor	[Name / Title]
Attest: _____	_____
Kelley Felchle, City Clerk	Corporate Secretary / Official
Date: _____	Date: _____

EXHIBIT "B"

WATERLOO REGIONAL AIRPORT
Airline Passenger Terminal Building

Floor Layout – First and Second Floors



CITY OF WATERLOO

FORM OF BID

The bidder, having fully read this Request for Bids (RFB) for Janitorial Services, hereby acknowledges that this Bid Proposal completely reflects the total bid price for all services required by the RFB, and for each year of the three (3) year term and any extension as maybe agreed to.

It is the bidder's responsibility to determine the bid price based on the bidder's own evaluation of the space to be covered and work to be done.

Bid (monthly) for regular Custodial Services at the Airline Passenger Terminal Facility: $9,726*

Bid Alternate No: 1 (Window Washing): *See below

Bid Alternate No: 2 (Carpet & Tile Cleaning): *See below

Bid Alternate No: 3 (Enhanced Cleaning and Sanitization Services – COVID-19 and Misc. Variants): (If applicable) *See below

Bid Alternate No: 3 – A (Deep Disinfection): *See below

Bid Alternate No: 3 – B (Electrostatic Spraying): *See below

Hiram Cox	Secretary
(Company Representative Name)	(Title)
(Company Representative Signature)	5/17/22 (Date)

* Price shown above is an all inclusive monthly cost, which includes custodial services for the airport, carpet and tile cleaning, (Enhanced Cleaning and Sanitization Services – COVID-19 and Misc. Variants):(If applicable), window washing, deep disinfection, electrostatic spraying.

CITY OF WATERLOO

FORM OF BID

The bidder, having fully read this Request for Bids (RFB) for Janitorial Services, hereby acknowledges that this Bid Proposal completely reflects the total bid price for all services required by the RFB, and for each year of the three (3) year term and any extension as maybe agreed to.

It is the bidder's responsibility to determine the bid price based on the bidder's own evaluation of the space to be covered and work to be done.

Bid (monthly) for regular Custodial Services
at the Airline Passenger Terminal Facility: $ 6,127.14 Per Month (8 hrs/day) (Includes Consumables)
Note: Annual consumable costs based on 15,000 passengers per year.

Bid Alternate No: 1
(Window Washing): $720.00 (Per Occurrence)

Bid Alternate No: 2
(Carpet & Tile Cleaning): A. $0.25 Per SF Hot H2O Carpet Extraction
B. $0.45 Per SF Floor Tile Cleaning
C. $0.55 Per SF Tile Stripping and Waxing

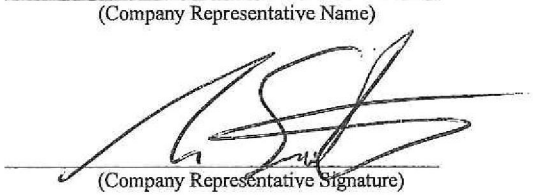
Bid Alternate No: 3
(Enhanced Cleaning and Sanitization Services – COVID-19 and Misc. Variants):
(If applicable)
$ 55.00 Per Man Hour (Without ATP Testing
Note: $300 Minimum

Bid Alternate No: 3 – A
(Deep Disinfection): $ 75.00 Per Man Hour (with ATP Testing)
Note: $300 Minimum

Bid Alternate No: 3 – B
(Electrostatic Spraying): $0.05 Per SF (Per Occurrence)
Note: $300 Minimum

Lance Sivertsen
(Company Representative Name)

Business Development Manager
(Title)


(Company Representative Signature)

5/19/2022
(Date)

Form of Bid

CITY OF WATERLOO

FORM OF BID

The bidder, having fully read this Request for Bids (RFB) for Janitorial Services, hereby acknowledges that this Bid Proposal completely reflects the total bid price for all services required by the RFB, and for each year of the three (3) year term and any extension as maybe agreed to.

It is the bidder's responsibility to determine the bid price based on the bidder's own evaluation of the space to be covered and work to be done.

Bid (monthly) for regular Custodial Services at the Airline Passenger Terminal Facility:	$12,402.82
Bid Alternate No: 1 (Window Washing):	$4,800.00
Bid Alternate No: 2 (Carpet & Tile Cleaning):	$5,200.00
Bid Alternate No: 3 (Enhanced Cleaning and Sanitization Services – COVID-19 and Misc. Variants): (If applicable)	$1,975.00
Bid Alternate No: 3 – A (Deep Disinfection):	$1,250.00
Bid Alternate No: 3 – B (Electrostatic Spraying):	$650.00

Tushar Patel	Chief Operating Officer
(Company Representative Name)	(Title)
(Company Representative Signature)	5/17/2022
	(Date)

Airport Terminal Building Custodial Services

Bid Tab: May 19, 2022

Bidder	Bid Security	Bid Amount
Service Mgmt. Systems, Inc. Nashville, TN	5%	$9,726.00
LGC Global, Detroit, MI	5%	$12,12.14
Mardsen Bldg. Maintenance, Des Moines, IA	5%	$6,127.14

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as August 1, 2022 to consider approval of a Development and 5-year Business Property Lease Agreement with Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and instruct the City Clerk to publish notice.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material
Lease	Backup Material
Map of area	Backup Material

SUBJECT:	Resolution setting date of public hearing as August 1, 2022 to consider approval of a Development and 5-year Business Property Lease Agreement with Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The City is working with development group to explore opportunities for blockchain development, and additional projects to follow if successful. The lease setup is unique, as we want to ensure the project moves ahead per policy - yet it may not produce property taxes. There is an option to sell land, but is tied to property tax creation.
Neighborhood Impact:	The site would begin on land behind the substation located on Shaulis Road, so it not near any other developments, and would appear compatible to the substation equipment in area, with low visibility.
Data/Analysis and Strategies:	The City of Waterloo owns over 183 acres of land in the South Waterloo Business Park, and want to work towards a blend of commercial office, commercial spaces, and industrial development sites. We believe this project will help towards further development in this area.
Implementation, Accountability, and Communication:	The project(s) are located within the South Waterloo Business Park, which is zoned "B-P" Business Park. So any developments will need to go through the Planning Commission and City Council for site plan approval process.

Community Engagement Methods:	The Planning Commission and City Council are both public meetings, so notice to public will be included in those meeting setups.
Expenditure Required/Source of Funds:	None
Alternative:	Not approve
Legal Descriptions:	Property to be described by survey, consisting generally of approximately 10.4 acres lying within the east 350 feet of the north 120 acres of the southwest quarter of section 9, township 88 north, range 13 west of the 5th P.M., Black Hawk County, Iowa.

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of June 8th, 2022 by and between International Investment Risk Trust LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the San Marnan Development Plan urban renewal area ("Urban Renewal Area").

B. Company is willing and able to finance and erect structures and related improvements on property located in the Urban Renewal Area, and legally described on Exhibit "A" attached hereto (the "Property").

C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Lease of Property; Option to Purchase.**

A. Lease and Purchase Option. Subject to the terms hereof, City shall lease the Property to Company for the rental amount and on the other terms and

conditions set forth in the business property lease attached hereto as Exhibit "B" (the "Lease"). The Lease shall include an option for Company to purchase the Property for $1.00 (the "Option") in the event that Company will build one or more structures on the Property to house the data containers that Company will install on the Property. In connection with conveyance of the Property following Company's exercise of the Option, City may require that Company enter into a development agreement that, among other things, may require a minimum assessed value for Structural Improvements (defined below) constructed on the Property.

B. Conveyance. Any conveyance of the Property to Company shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the structural Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Improvements by Company.** Company shall construct on the Property multiple data containers or centers and supporting infrastructure, fencing, and a gravel road from Shaulis Road to the Property that meets standards of the City Engineer for temporary roads (collectively, the "Initial Improvements"). In addition, in connection with exercise of the Option, Company may construct one or more buildings for enclosure of the data containers (the "Structural Improvements") (the Initial Improvements and Structural Improvements are collectively referred to as the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of such improvements as detailed and outlined in the Plans. In connection with construction of the Structural Improvements, Company and City shall coordinate any actions reasonably necessary or advisable for construction of a paved street and installation of related public infrastructure, and Company shall promptly cooperate in providing any consultation, review or input requested by City.

If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the "Modified Plans") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Modified Plans in whole or in part, Company shall submit new or corrected Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Modified Plans shall continue to apply until the Modified Plans have been approved by the City; provided, however, that in any event Company shall submit Modified Plans which are approved by City prior to commencement of construction of the additional or modified Improvements.

Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

4. Reserved.

5. **Timeliness of Conveyance and Construction; Possibility of Reverter.** The parties agree that, if Company exercises the Option, then Company's commitment to undertake the Project and to construct the Structural Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Company and that without said commitment City would not do so.

A. Deadlines to commence and complete. Company must obtain a building permit and begin construction on the Structural Improvements within four (4) months after the date of conveyance (the "Start Date") and Substantially Complete construction within twelve (12) months thereafter (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto. All deadlines are subject to Unavoidable Delays as defined in paragraph B below.

B. Events triggering termination and/or reverter of title. If, by the Start Date Company has not in good faith begun construction of the Structural Improvements upon the Property, then the City may demand Company's reconveyance of the Property following Company's failure to begin construction within thirty (30) days following written notice of default from City. If development has commenced by the Start Date or within any agreed period of extension and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each such condition or event being an "Unavoidable Delay"), the requirement that construction is to be Substantially Completed by the Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay. If construction is not Substantially Completed by the Completion Deadline or within the allowed period of extension, then City demand Company's reconveyance of the Property following Company's failure to diligently undertake construction within thirty (30) days following written notice of default from City. If at any time Company fails to diligently undertake construction and other activities necessary to Substantially Complete the Structural Improvements, then City demand Company's reconveyance of the Property following Company's failure to resume and diligently carry on construction within thirty (30) days following written notice of default from City. After City demands reconveyance of the Property, City shall have no further obligations to Company under this Agreement except as set forth in Section 6, and City shall have no duty to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Property by any Improvements.

6. **Reverter of Title; Indemnity.** In the event of any reverter of title pursuant to Section 5, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other

actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. If Company desires to continue operation of the data centers after reconveyance of title, the parties will negotiate a new lease agreement. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

7. **No Encumbrances; Limited Exception.** If the Option is exercised, then until the Structural Improvements are Substantially Completed, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City *before* Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Structural Improvements.

8. **Additional City Incentives.**

A. Site Plan. City will cooperate with Company in preparation of a site plan for the Project and, when the site plan is completed, will recommend the approval of same to the Waterloo Planning, Programming and Zoning Commission, subject to any appropriate conditions necessary for compliance with the zoning ordinance and the urban renewal plan.

B. Refund of Lease Payments. If Company has Substantially Completed the Structural Improvements, within sixty (60) days thereafter City shall, subject to Section 11, refund the base rent Lease payments to Company in full (the "Rent Refund").

C. Purchase Rights. The parties contemplate that the Project may stimulate or give rise to opportunities for supportive or synergistic development projects in the area described in City development plans as the South Waterloo Business Park. In furtherance of same, Company shall have an option (the "Development Option") to acquire additional land in the South Waterloo Business Park, for purposes of constructing a "blockchain barn," a mixed-use project, or other projects consistent with the urban renewal plan applicable to the Urban Renewal Area. The Development Option may be exercisable one or more times within five (5) years from the date of this Agreement, to acquire no less than 1 acre in any given instance, at a price of $1.00 per acre. The Expansion Option shall be exercised by written notice to City that states the number of acres to be acquired and that describes the project(s) to be undertaken thereon. Sale and conveyance of any land to Company shall be contingent on the City's approval of the project concept, considering type of use proposed, number of acres requested for project(s), consistency of same with the objects that City aims to achieve in the South Waterloo Business Park, relation to other existing or proposed projects in the area, and other factors that City deems relevant in its reasonable discretion. In connection with each exercise of the Development Option, and following approval of the project concept by the Community Planning and Development Director, the parties shall negotiate the terms of a development agreement with respect to any project to be constructed on the land.

9. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees. The City may be asked to assist in such extensions by further Council approval(s) through rebates, funding assistance, if applicable to City needs, and as funding allows.

10. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

A. Company agrees during construction of the Improvements and for a period of five (5) years after they are Substantially Completed, to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

E. Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

F. During the period that any option provided for in this Agreement may be exercised, Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

G. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property conveyed to it. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

11. **Conditions to City Funding.**

A. The complete or initial funding by City of the Rent Refund and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rent Refund disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rent Refund payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they

alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rent Refund payment date and agree to indemnify and hold each other harmless therefrom.

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rent Refund payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to the creation of a tax increment financing (TIF) district, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rent Refund payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 13 shall be true and correct as of the Rent Refund disbursement date with the same force and effect as if made at such date.

(ii) Company shall be in material compliance with all the terms and provisions of this Agreement.

(iii) There has not been, as of the Rent Refund disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

12. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

13. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Company is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or bylaws of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

F. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

14. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's lease or acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

15. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

16. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

17. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

18. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property or portion thereof as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

19. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

20. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

21. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

22. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 30 N Gould St. Suite R, Sheridan, WY 82801 Attention: Timothy Webb and Steven White.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) four (4) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

23. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

24. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

25. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

26. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

27. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

28. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

29. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

30. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

31. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA	INTERNATIONAL INVESTMENT RISK TRUST LLC
By: _____	By: _____
Quentin M. Hart, Mayor	Timothy L.O. Webb, CEO
Attest: _____	By: _____
Kelley Felchle, City Clerk	Steven D. White, COO

EXHIBIT "A"

Legal Description of Property

Property to be described by survey, consisting generally of land described on attached map as Lots 45-50, including land shown for detention pond abutting said lots.

EXHIBIT "B"

Form of Business Property Lease

See attached.

BUSINESS PROPERTY LEASE

This Business Property Lease (the "Lease") is made and entered into as of June 8th, 2022, by and between the City of Waterloo, Iowa, an Iowa municipal corporation ("Landlord"), whose address for the purpose of this Lease is 715 Mulberry Street, Waterloo, Iowa, 50703, and International Investment Risk Trust, LLC, ("Tenant"), whose address for purposes of this Lease is 30 North Gould Street, Suite R, Sheridan, WY 82801.

1. PREMISES AND TERM. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant, and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Black Hawk County, Iowa, to wit:

> Property to be described by survey, consisting generally of land described on attached map as Lots 45-50, including land shown for detention pond, abutting said lots;

for a term commencing upon execution of this Lease and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the commencement date.

2. RENTAL. Tenant agrees to pay to Landlord as base rent for said term, as follows: $1,000.00 per month, in advance, due upon signing of this Lease and the first day of each month during the Lease term. No security deposit.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord at the time and date of the close of this Lease term, except as herein otherwise expressly provided.

4. USE OF PREMISES. Tenant covenants and agrees during the term of this Lease to use and to occupy the leased premises only for construction and operation of a data center as described in that certain Development Agreement between the parties (the "DA").

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this Lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this Lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever, except as otherwise provided herein.

6. CARE AND MAINTENANCE OF PREMISES. Tenant takes said premises in their present condition and shall construct, operate and maintain thereon the improvements described in the DA. Landlord shall have no duty whatsoever to care for or maintain the premises or any part thereof. Tenant will not allow trash of any kind to accumulate on said premises, and it will remove same from the premises at its own expense. Tenant shall, after taking possession of said premises and until the termination of this Lease and the actual removal from the premises, at its own expense, care for and maintain the premises in a reasonably safe and serviceable condition consistent with its own needs and pursuant to applicable law, ordinance or regulation. Tenant shall make no structural improvements without the Landlord's prior written approval of the plans and specifications therefor. Tenant shall be responsible for all necessary upkeep of grounds and weed control. Tenant shall be responsible to clear snow.

7. FACILITY SERVICES. Tenant, during the term of this Lease, shall pay before delinquency all charges for use of telephone, water, sewer, gas, electricity, power, garbage or trash disposal, and all other utilities or services of whatever kind and nature which may be used in or upon the leased premises.

8. END OF TERM; RENEWAL OPTION. This Lease shall terminate upon expiration of the original term in accordance with Section 1, provided, however, that the Lease shall automatically renew for an additional term of five (5) years unless one party delivers to the other a written notice of non-renewal at least 120 days before the end of the initial term. Tenant agrees that upon the termination of this Lease it will surrender, yield up and deliver the leased premises as required by Section 3. Tenant shall not continue to occupy the premises beyond the Lease term without the express prior written consent of Landlord.

9. PURCHASE OPTION. Tenant shall have an option to purchase the premises for $1.00 (the "Option"), provided that, if requested by Landlord, it will enter into a development agreement with Landlord that, among other terms, may require Tenant to construct one or more structures to house the data containers that Tenant will install on the premises and to maintain a minimum assessed value for improvements upon the premises. Tenant improvements and incentives to be provided by Landlord to Tenant shall conform to requirements set forth in the DA, except to the extent varied by the terms of a new agreement relating specifically to such improvements. The Option may be exercised by Tenant's delivery of written notice of exercise to Landlord no less than ninety (90) days before expiration of the Lease term, and if not timely exercised the Option shall lapse. Tenant shall be eligible for refund of base rent payments hereunder if it completes improvements after Option exercise as provided in the DA.

10. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease or sublet the premises or any part thereof without the prior written consent of Landlord. Notwithstanding anything to the contrary in this paragraph, Tenant may assign this Lease to the surviving entity in connection with any corporate merger, consolidation or reorganization to which Tenant is a party.

11. PROPERTY TAXES. The premises is currently tax exempt. Tenant shall be responsible to pay before delinquency any general property taxes that may be assessed against the premises during the term hereof. Tenant shall also timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this Lease. Tenant shall pay all special assessments that would become delinquent if not paid during the term of this Lease. Each party reserves the right to protest any assessment of taxes.

12. INSURANCE. (a) Tenant agrees that it will at its own expense procure and maintain hazard insurance (i.e., fire and extended coverage) on the premises for the benefit of the parties as their respective interest may appear. Landlord shall provide no fire and extended coverage insurance on said premises for the benefit of Tenant. Certificates or copies of said policies, naming the Landlord as an additional insured, and providing for thirty (30) days' advance notice to the Landlord before cancellation, shall be delivered to the Landlord no later than the date that Tenant begins to occupy the leased premises. A renewal certificate shall be provided to Landlord prior to expiration of any policy. Tenant's share of such insurance proceeds is hereby assigned and made payable to the Landlord to secure rent or other obligations then due and owing by Tenant to Landlord. To the extent permitted by their policies, Landlord and Tenant waive all rights of recovery against each other.

(b) Tenant agrees that it will at its own expense procure and maintain commercial general liability insurance in the amount of not less than $1,000,000 per occurrence and $1,000,000 annual aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, personal injury, products, and completed operations and liability assumed under an insured contract, including but not limited to the activities of Tenant, its employees and agents. Certificates or copies of said policies, naming the Landlord as an additional insured, and providing for thirty (30) days' advance notice to the Landlord before cancellation, shall be delivered to the Landlord within no later than the date that Tenant begins to occupy the leased premises. A renewal certificate shall be provided to Landlord prior to expiration of any policy.

(c) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the terms of this Lease, has or shall have a lien.

(d) Tenant further agrees to comply with recommendations of Iowa Insurance Services Office, or its successor office, and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

13. INDEMNITY. Except as to any negligence of the Landlord or its agents in the performance of any obligation of Landlord under this Lease, and to the extent not covered by insurance maintained by Landlord or Tenant, Tenant will protect, indemnify, and save harmless the Landlord, its officers, officials, employees, and agents, from and against any and all claims, demands, causes of action, loss, costs, expenses, damages and liabilities of any type or nature (including but not limited to attorneys' fees and expenses) occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property,

happening or done, in, upon, or about the leased premises, or due directly or indirectly to the tenancy, use, or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. Prior to occupancy of the leased premises hereunder, Tenant has had the opportunity to test the premises for toxic or hazardous substances, mold, and other environmental matters, and Tenant agrees that the indemnities set forth in this paragraph shall include but not be limited to any claims, demands, losses, or causes of action arising from or relating to such matters. The provisions of this paragraph shall survive the expiration, abandonment, or termination of this Lease.

14. FIRE AND CASUALTY. (a) PARTIAL DESTRUCTION OF PREMISES. In the event of a partial destruction or damage of the leased premises after Tenant's construction of improvements which causes a business interference by preventing the conduct of a normal business operation, and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Tenant shall have the option to repair such damages.

(b) ZONING. If the zoning ordinance of the municipality in which this property is located makes it impossible for Landlord, using diligent and timely effort, to obtain necessary permits and to repair and/or rebuild so that Tenant is able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.

(c) TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of the leased premises after Tenant's construction of improvements so that Tenant is not able to conduct its business on the premises, and which damages cannot be repaired within sixty (60) days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within ten (10) days after such notice issues and, each party shall be released from all future obligations hereunder, Tenant paying rental pro rata only to the date of such destruction.

15. CONDEMNATION. (a) DISPOSITION OF AWARDS. Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) DATE OF LEASE TERMINATION. If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 15(a) above.

16. TERMINATION OF LEASE AND DEFAULTS OF TENANT. (a) TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This Lease shall terminate upon expiration of the term. Upon default by Tenant in accordance with the terms and provisions of this Lease, or upon Tenant's abandonment of the premises by failure to engage in its business activities on the premises for more than thirty (30) consecutive days, this Lease may at the option of the Landlord be canceled and forfeited, provided, however, before any such cancellation and forfeiture except as provided in paragraph 16(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this Lease will be canceled and forfeited ten (10) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. As an additional optional procedure or as an alternative to the foregoing (and neither being exclusive of the other), Landlord may proceed as provided in Section 21 below.

(b) BANKRUPTCY OR INSOLVENCY OF TENANT. In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale, or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenant, then and in any such events Landlord may, at its option, immediately terminate this Lease and, upon giving of ten (10) days' written notice by Landlord to Tenant, re-enter said premises, all to the extent permitted by applicable law.

(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any other or subsequent default.

(d) Waiver as to any default shall not constitute a waiver of any other or subsequent default.

17. SIGNS. Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the leased premises, provided only that any and all signs shall comply with the ordinances of the municipality in which the property is located and with the laws of the State of Iowa.

18. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alteration, repairs, salvaging or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service, or labor.

19. LANDLORD'S LIEN AND SECURITY INTEREST. Landlord shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code as codified in the State of Iowa upon all personal property, and all substitutions, replacements, accessories, and accessions thereto and thereof, kept and used on the leased premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this Lease for the recovery of rent or for termination of this Lease because of Tenant's default in its performance.

20. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC. Tenant shall have the right, from time to time during the term of this Lease, to sell or otherwise dispose of any personal property of the Tenant situated on the leased premises, when in the judgment of the Tenant it shall have become obsolete, outworn, or unnecessary in connection with the operation of Tenant's business on the leased premises.

21. RIGHTS CUMULATIVE. The various rights, powers, options, elections, and remedies of either party as provided in this Lease shall be construed as cumulative and no one of them as exclusive of the others or exclusive of any rights, remedies, or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

22. NOTICES AND DEMANDS. Notices as provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

23. BINDING EFFECT. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective heirs, personal representatives, successors, and assigns of the parties hereto; except that if any part of this Lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

24. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms, or conditions of this Lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This Lease contains the entire agreement of the parties and supersedes any and all discussions, negotiations, understandings, or agreements pertaining to the subject matter hereof.

25. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter, according to the context.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Property Lease as of the date first written above.

LANDLORD

City of Waterloo, Iowa

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

TENANT

International Investment Risk Trust, LLC

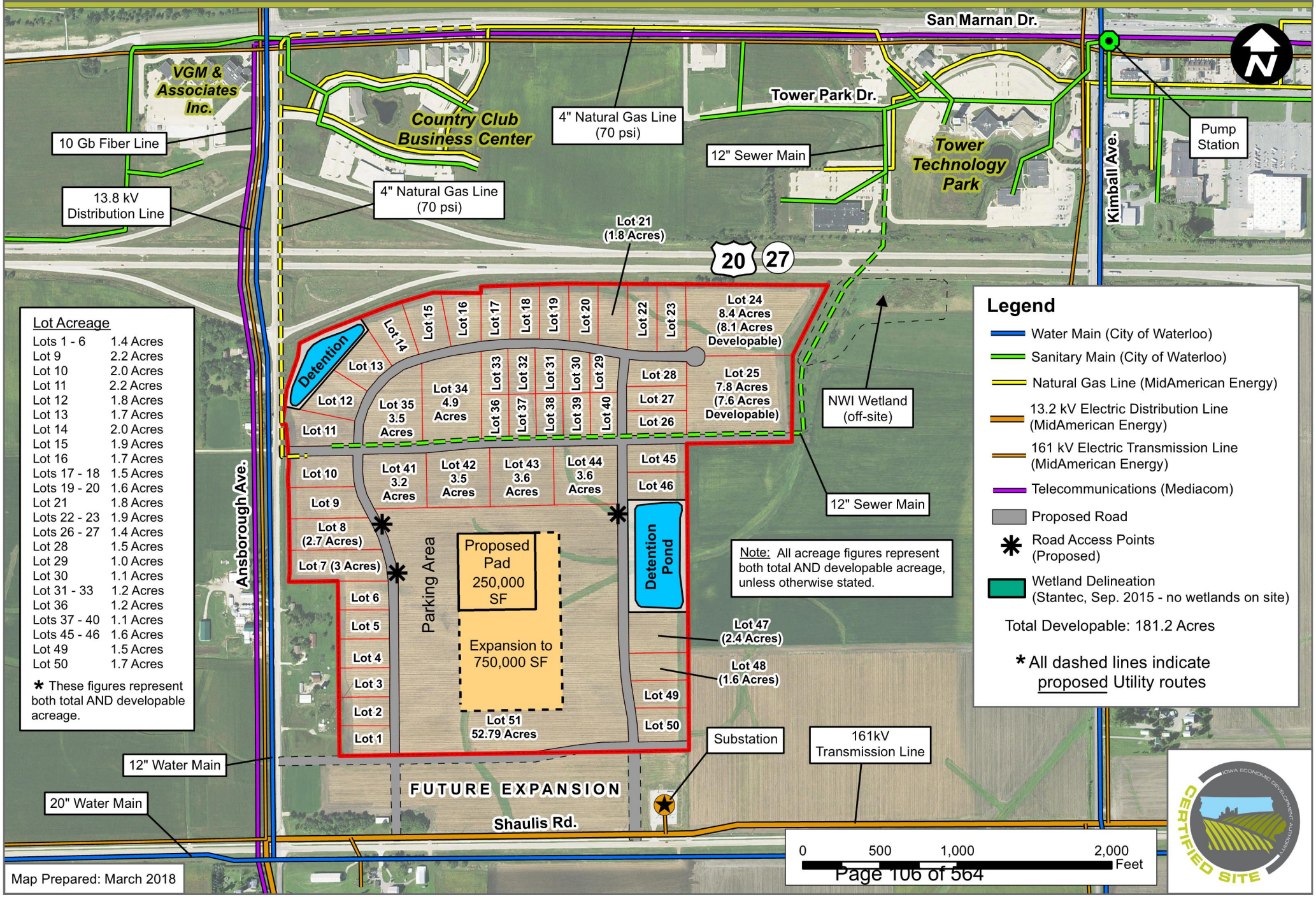
By: _____
Timothy L. O. Webb, CEO

By: _____
Steven D. White, COO

SOUTH WATERLOO BUSINESS PARK (183.7 ACRES)

WATERLOO, IOWA - MASTER DEVELOPMENT PLAN

IOWA economic development



Lot Acreage

Lots 1 - 6	1.4 Acres
Lot 9	2.2 Acres
Lot 10	2.0 Acres
Lot 11	2.2 Acres
Lot 12	1.8 Acres
Lot 13	1.7 Acres
Lot 14	2.0 Acres
Lot 15	1.9 Acres
Lot 16	1.7 Acres
Lots 17 - 18	1.5 Acres
Lots 19 - 20	1.6 Acres
Lot 21	1.8 Acres
Lots 22 - 23	1.9 Acres
Lots 26 - 27	1.4 Acres
Lot 28	1.5 Acres
Lot 29	1.0 Acres
Lot 30	1.1 Acres
Lot 31 - 33	1.2 Acres
Lot 36	1.2 Acres
Lots 37 - 40	1.1 Acres
Lots 45 - 46	1.6 Acres
Lot 49	1.5 Acres
Lot 50	1.7 Acres

* These figures represent both total AND developable acreage.

Note: All acreage figures represent both total AND developable acreage, unless otherwise stated.

Legend

- Water Main (City of Waterloo)
- Sanitary Main (City of Waterloo)
- Natural Gas Line (MidAmerican Energy)
- 13.2 kV Electric Distribution Line (MidAmerican Energy)
- 161 kV Electric Transmission Line (MidAmerican Energy)
- Telecommunications (Mediacom)
- Proposed Road
- * Road Access Points (Proposed)
- Wetland Delineation (Stantec, Sep. 2015 - no wetlands on site)

Total Developable: 181.2 Acres

* All dashed lines indicate proposed Utility routes

IOWA ECONOMIC DEVELOPMENT AUTHORITY CERTIFIED SITE

Map Prepared: March 2018

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as August 1, 2022, to approve the request by Hawkeye Community College for a Site Plan Amendment to the "R-1, R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street, and instruct the City Clerk to publish notice.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Resolution setting date of public hearing as August 1, 2022, to approve the request by Hawkeye Community College for a Site Plan Amendment to the "R-1, R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The applicant is requesting a Site Plan Amendment to build 5 single-family homes at Williston Field. The school district used the field as a practice field and then sold it to the city when the school district no longer needed the field. The property was rezoned from "R-2" One and Two-Family Residence District to "R-1, R-P" Planned Residence District on April 4, 2011, to ensure that the lots were properly developed and would blend into the existing community. A development agreement was signed with a developer for the development of the lots. The Preliminary and Final Plats were approved in January 2014. On December 14, 2014, the developer came before the Planning, Programming, and Zoning Commission to request to change the Deed of Dedication to allow for the construction of ranch houses as opposed to 1 ½-story buildings plus other changes; however, the Planning, Programming, and Zoning Commission recommended denial of the request and the developer withdrew the request before it was presented to the City Council. The previous developer was not able to develop the lots. Hawkeye Community College is now proposing to develop the lots, and the submitted buildings plans show homes that will match the neighborhood, including front porches, but will be one-story homes. The homes are designed with taller roofs and dormers/windows to give them the appearance of one-and-a-half-story homes, which would appear to fit in with the character of the neighborhood. An amendment to the Deed of Dedication will also be required to allow the one-story homes.

Neighborhood Impact:	The request would not appear to have a negative impact on the neighborhood, as this will add five single-family homes in a neighborhood made up mainly of other single-family homes. Notice was sent to property owners within 250-feet of the proposed Site Plan Amendment.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission will hold a public meeting on July 12, 2022. Notice letters were sent out to all property owners on record within 250-feet of the proposed project. The recommendation of the Commission will be reported at the Council meeting.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Williston Field Addition Lots 1-5

REQUEST:	Request by Hawkeye Community College for a Site Plan Amendment to the “R-1, R-P” Planned Residence District to allow for the construction of 5 new one-story single-family homes at Williston Field located east of 1202 West 7th Street.
APPLICANT:	Hawkeye Community College, 1501 East Orange Road, Waterloo, IA 50704
GENERAL DESCRIPTION:	The applicant is requesting a site plan amendment to the planned district to construct five single-family homes.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the neighborhood, as this will add five single-family homes in a neighborhood made up mainly of other single-family homes.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed site plan amendment should not have a negative impact on traffic conditions in the area. The homes will have frontage along W 7th Street, which is classified as a Local Street. A sidewalk is located along the west side of W 7th Street, the north side of Pleasant Street, and the north and south sides of Williston Avenue. There are no sidewalks located along Allen Street. New sidewalks would be required along the lots once homes are developed.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The nearest trails are the US Highway 218 and 18th Street trails, which are located approximately 1 mile to the east.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area is currently zoned “R-1, R-P” Planned Residence District and has been zoned since it was rezoned from “R-2” One and Two-Family Residence District on April 4, 2011. Surrounding land uses and their zoning: **North** – Residential zoned “R-3” Multiple Residence District. **South** – Residential zoned “R-2” One and Two-Family Residence District. **East** – Residential and Multi-Family zoned “R-3” Multiple Residence District and “R-4” Multiple Residence District. **West** – Residential and Irving Elementary School zoned “R-2” One and Two-Family Residence District.
DEVELOPMENT HISTORY:	Homes were built between 1906 and 2021.
BUFFERS/ SCREENING REQUIRED:	There will be no screening required as part of the site plan amendment.

DRAINAGE: The applicant will need to get a drainage plan approved through the Engineering Department.

FLOODPLAIN: The eastern portion of the property is located in the Dry Run Creek flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, 19013C0188F, dated July 18, 2011, and the Site Plan shows the Water Detention Pond located in this area and with no homes in that section.



PUBLIC /OPEN SPACES/ SCHOOLS: This property was previously owned by the City of Waterloo (and previously Waterloo Community Schools) as an open space area. Miller Park is located one block to the southwest.

UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC: There is a 36” sanitary sewer within W 7th Street and a 21” sanitary sewer within Allen Street. A 15” storm sewer is located within Pleasant Street. There is a 6” water main located within W 7th Street and a 12” water main located within Williston Avenue. Water and

sanitary sewer service connections to each lot are being proposed off of W 7th Street. Electric, Gas, and Communication lines are also shown within W 7th Street.

An underground waterway (Dry Run Arch) runs underneath Allen Street. It takes stormwater from Bontrager and Liberty Parks and flows into the Cedar River under the 6th Street Bridge.

RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:

The Future Land Use Map (February 3, 2003) designates these sites as Parks, Open Spaces, and Schools. As this property was used as open space, however, the school was still using the field at the time the Future Land Use Map was created. The request would be in conformance with the goals and policies of the Comprehensive Plan. Also, the request would be in conformance with the policy to continue to support infill development in the community as an alternative to other types of urban expansion.

The site is located within the Primary Growth Area, as shown on the Growth Area Map within the Comprehensive Plan.

STAFF ANALYSIS – ZONING ORDINANCE:

The applicant is requesting a Site Plan Amendment to build 5 single-family homes at Williston Field. The school district used the field as a practice field and then sold it to the city when the school district no longer needed the field.

The property was rezoned from “R-2” One and Two-Family Residence District to “R-1, R-P” Planned Residence District on April 4, 2011, to ensure that the lots were properly developed and would blend into the existing community.

A development agreement was signed with a developer for the development of the lots. The Preliminary and Final Plats were approved in January 2014. On December 14, 2014, the developer came before the Planning, Programming, and Zoning Commission to request to change the Deed of Dedication to allow for the construction of ranch houses as opposed to 1 ½-story buildings plus other changes; however, the Planning, Programming, and Zoning Commission recommended denial of the request and the developer withdrew the request before it was presented to the City Council.

The previous developer was not able to develop the lots, and the city reacquired the lots.

Hawkeye Community College is now proposing to develop the lots, and the submitted buildings plans show homes that will match the neighborhood, including front porches, but will be one-story homes. The homes are designed with taller roofs and dormers/windows to give them the appearance of one-and-a-half-story homes, which would appear to fit in with the Character of the neighborhood. An amendment to the Deed of Dedication will also be required to allow the one-story homes.



Picture 1: Looking northwest from Allen Street and Williston toward the property requesting the Site Plan Amendment.



Picture 2: Homes along West 7th Street.



Picture 3: Homes south of Pleasant Street along West 7th Street.



Picture 4: Looking southeast from the corner of Pleasant Street and West 7th Street.



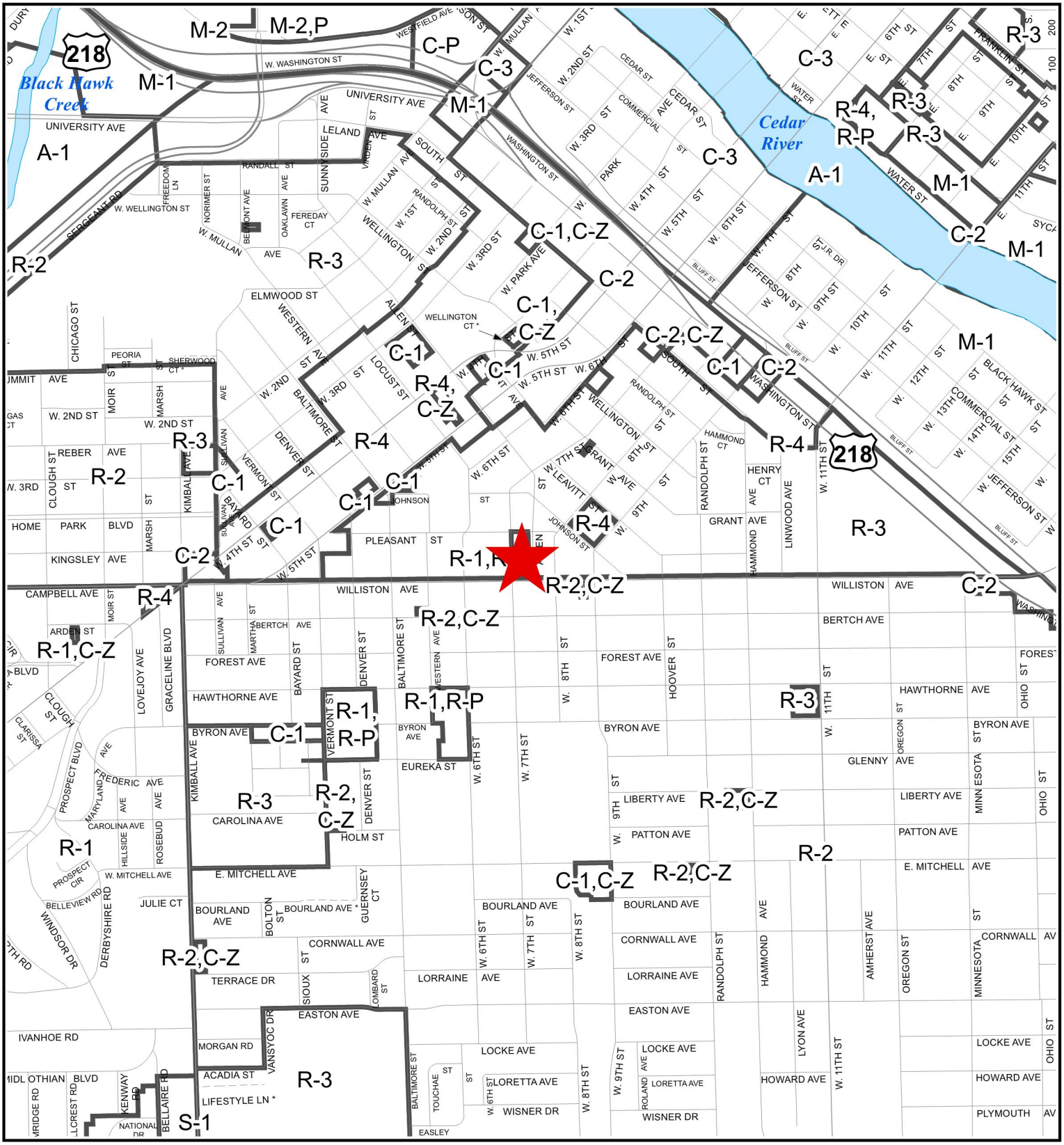
Picture 5: Back of home built by Hawkeye Community College a half block from site.



Picture 6: Front of home built by Hawkeye Community College on Johnson Street.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The City Council approved the Final Plat of Williston Field Addition with resolution 2014-046 on January 21, 2014.
TECHNICAL REVIEW COMMITTEE	*Leisure Services asked if the homeowners would be responsible for maintaining the detention basin.* The homeowners would be responsible. *Waterworks will need to kill a couple of connections and create new ones which they will work out with the applicant when the homes are going to be constructed.*
STAFF RECOMMENDATION:	Therefore, the staff recommends that the request by Hawkeye Community College for a Site Plan Amendment to the "R-1, R-P" Planned Residence District to allow for the construction of 5 new one-story single-family homes at Williston Field located east of 1202 West 7th Street be approved for the following reasons: 1. The site in question would appear to provide sufficient space to meet all required regulations, including setbacks, drainage, landscaping, screening, etc. 2. All necessary utilities already serve the proposed site plan amendment area with some extensions needed. 3. The site plan amendment area is a Planned District to allow for the orderly development of land and ensure to the citizenry and City of Waterloo that development will occur as planned and approved. And subject to the following condition(s): 1. That the final site plan would need to meet all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc. 2. That sidewalks be installed along street frontages within the development. 3. Any significant changes to the plan would need to return for another site plan amendment. 4. An Encroachment Agreement will need to be sent through the planning commission process to cover the detention basin that will be in city-owned right-of-way. 5. The Deed of Dedication is updated.

City of Waterloo Planning, Programming and Zoning Commission
July 12, 2022



West of 1202 West 7th Street
Site Plan Amendment
Hawkeye Community College

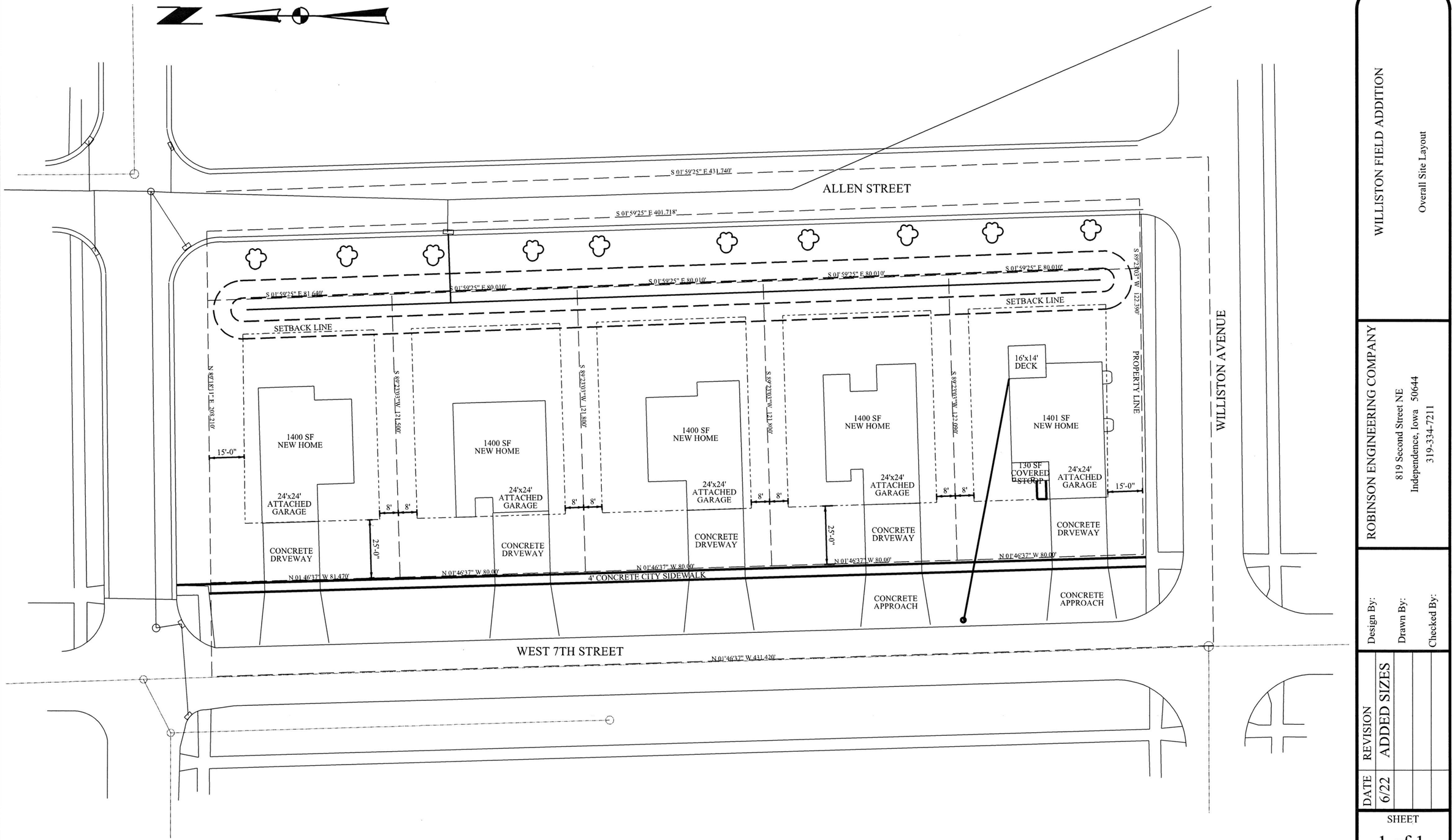
City of Waterloo Planning, Programming and Zoning Commission
July 12, 2022



N
W E
S

Waterloo Iowa

East of 1202 West 7th Street
Site Plan Amendment
Hawkeye Community College



WILLISTON FIELD ADDITION

Overall Site Layout

ROBINSON ENGINEERING COMPANY
819 Second Street NE
Independence, Iowa 50644
319-334-7211

Design By:

Drawn By:

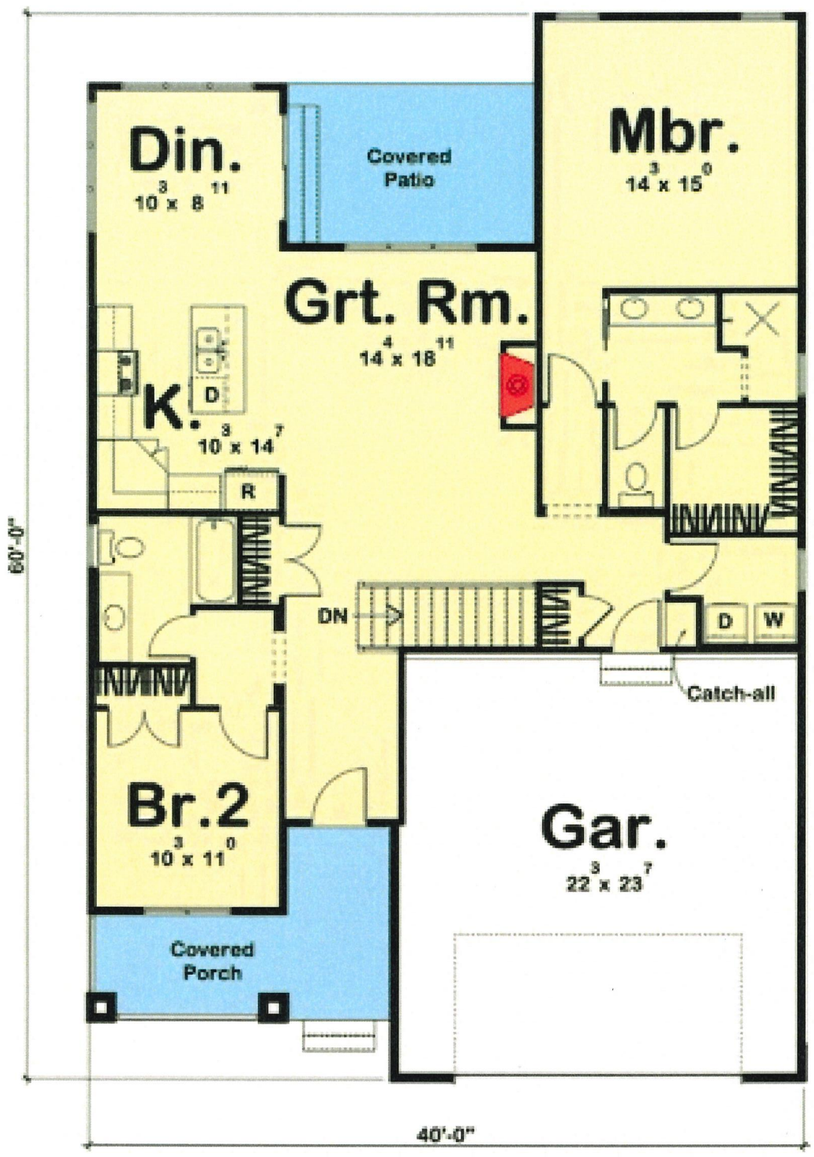
Checked By:

DATE	REVISION
6/22	ADDED SIZES

SHEET
1 of 1

JOB NO.
4332-22





HAWKEYE COMMUNITY COLLEGE

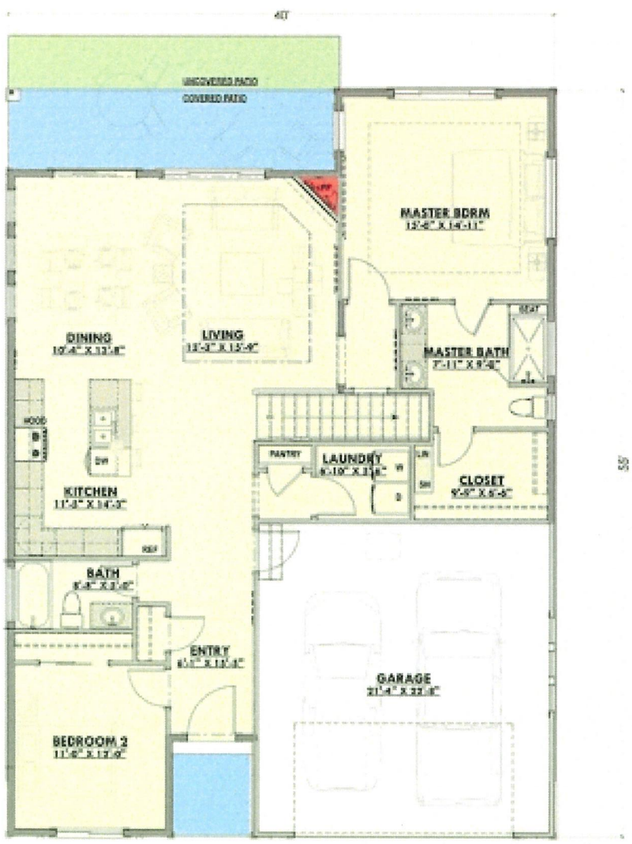
Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

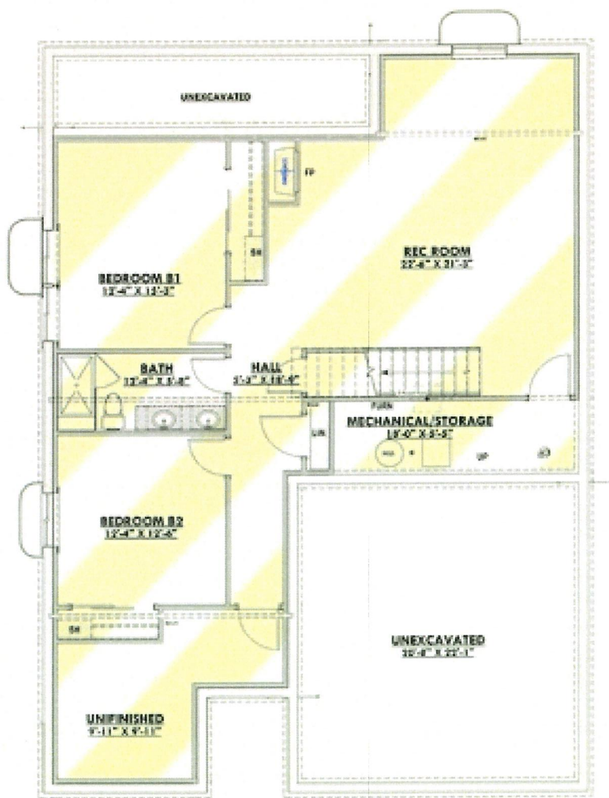
1235 W. 7th St

PHONE:
FAX:

DRAWN BY:	PAGE: 1/5
SCALE: As Noted	Quick Sheet 1
DATE: Wednesday, June 15, 2022	







HAWKEYE COMMUNITY COLLEGE

Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

REDTAIL RANCH

PHONE:
FAX:

DRAWN BY:	PAGE: 2/5
SCALE: As Noted	Quick Sheet 2
DATE: Wednesday, June 15, 2022	





HAWKEYE COMMUNITY COLLEGE

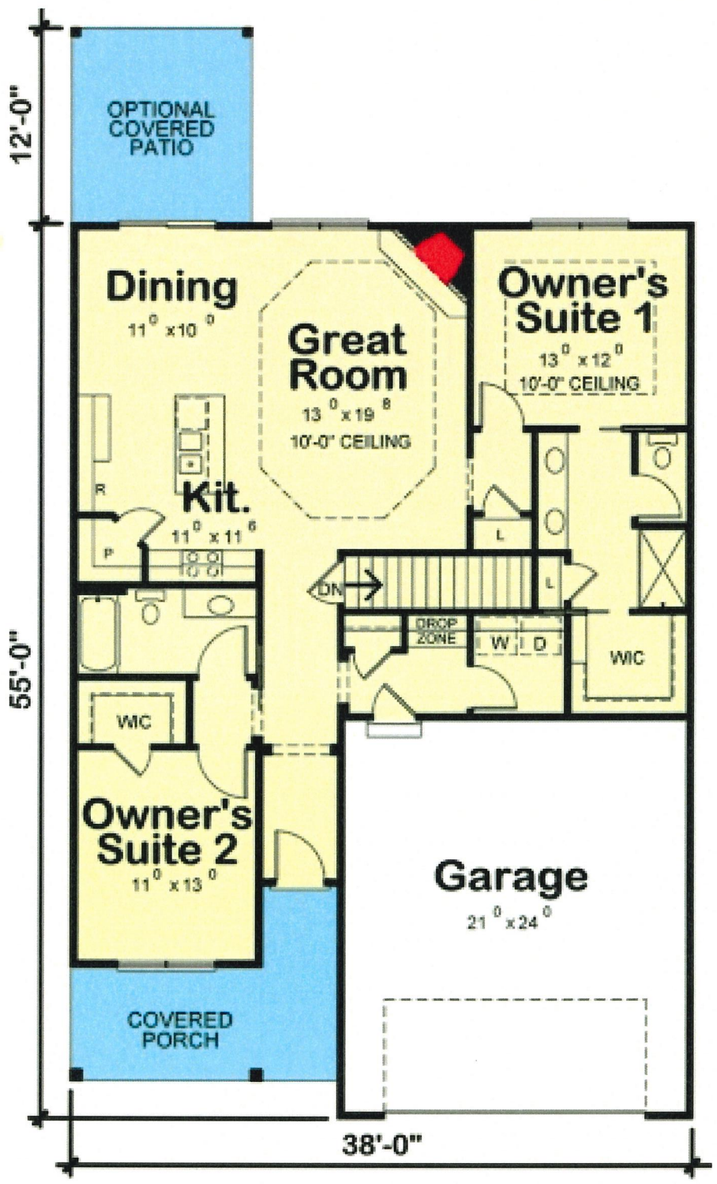
Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

Redtail Farmhouse

PHONE:
FAX:

DRAWN BY:	PAGE: 3/5
SCALE: As Noted	Quick Sheet 3
DATE: Wednesday, June 15, 2022	





HAWKEYE COMMUNITY COLLEGE

Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

Redtail New American

PHONE:
FAX:

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SCALE: As Noted	Quick Sheet 4
DATE: Wednesday, June 15, 2022	





HAWKEYE COMMUNITY COLLEGE

Sustainable Construction and Design
1501 East Orange Road
PO Box 8015
Waterloo IA 50704-8015

Redtail Country

PHONE:
FAX:

DRAWN BY:	PAGE: 5/5
SCALE: As Noted	QuickSheet 5
DATE: Wednesday, June 15, 2022	

APPLICATION SITE PLAN AMENDMENT TO A "R-P", "M-P", "C-P", "B-P", "S-1" OR "C-Z" DISTRICT

CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION, WATERLOO, IOWA
319.291.4366

New or Overall Amendment (●)
Individual Building ( )
Minor change ( ) (check one) (Minor Change must be approved by staff)

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Hawkeye Comunity College
Address: 1501 East Orange Road Phone: 319-296-2329 Fax: 319-296-1529
City: Waterloo State: IA Zip: 50704
Email: craig.clark@hawkeyecollege.edu

b. Status of applicant: (a) Owner ( ) (b) Other ( ) (SELECT ONE): If other explain: _____

c. Property owner's name if different than above (please print): _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: Bordered by W. 7th St, Allen St, Williston Ave , Plea (Wiliston Feild)

b. Legal description of property or portion to be amended: See Plat

c. Dimensions of proposed site plan amendment: 401.75'x122.6'

d. Area of proposed site plan amendment: 1.13

e. Current zoning: R-1, R-P

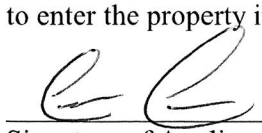
f. Reason(s) for site plan amendment and proposed use(s) of property: 5 Single-Family Homes

g. Conditions (if any) agreed to (does not affect existing conditions unless specified): N/A

h. Other pertinent information (use reverse side if necessary): None

Please Note: If applicant is not the owner of the property, the signature of the owner must be secured. If it is the intent to subdivide (split) any land, vacant or improved in conjunction with this request it must go through a platting process (separate from site plan amendment request).

The filing fee of **$200** (for new or overall amendment), $100 (for individual Building), or $0 (for minor change) (payable to the City of Waterloo) is required. **This fee is non-refundable**. Under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.


Signature of Applicant

6-14-22
Date


Signature of Owner

6-14-22
Date

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as August 1, 2022, for the sale and conveyance of City property located adjacent to 120 Smith Street, in the amount of $850.00, to LuAnn Stoakes, with no development agreement, and instruct the City Clerk to publish notice.

City Council Meeting: 7/18/2022
Prepared: 6/30/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Resolution setting date of public hearing as August 1, 2022, for the sale and conveyance of City property located adjacent to 120 Smith Street, in the amount of $850.00, to LuAnn Stoakes, with no development agreement, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Parcel ID 8913-24-459-003 was acquired by the city through 657A with the home on the site being demolished in 2014. The applicant owns the adjacent property at 120 Smith Street. The applicant had previously signed a Garden Plot agreement with the city and is now looking to purchase the property. The current assessed value of the property is $2050.00. However, the $850.00 was the assessed value of the property the first time the applicant put in an application to acquire the property. However due to an oversite by staff the applicant was only recently contacted that the sale could be forwarded to city council. Staff feels that the offer of $850 is adequate based on it meeting the sale of property policy at the time it was initially offered.
Neighborhood Impact:	There will be no impact neighborhood impact as the lot has been vacant for since 2014 and the applicant has been gardening the lot since that time. The lot has been determined unlikely to have any other redevelopment opportunity, given its small size and location.
Data/Analysis and Strategies:	Sale of Property
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Central Subdivision, West 20 feet of lot 10 and east 16 feet of lot 1



LuAnn Stoakes
Sale of City Owned Property
Parcel: 891324459003

N
W E
S

BLACK HAWK COUNTY REAL ESTATE ASSESSMENT AND TAX INFORMATION

Parcel ID	Deed Holder	Tax Mail to Address
8913-24-459-003	CITY OF WATERLOO	CITY OF WATERLOO 715 MULBERRY ST CITY OWNED WATERLOO, IA 50703-0000

PDF No.	Map Area	Contract Buyer
7	EWTLO-03	

Property Address	Current Recorded Transfer			
	Date Drawn	Date Filed	Recorded Document	Type
	9/30/2013	9/30/2013	2014 007159	D

SALES	BUILDING PERMIT			
None	Date	Number	Amount	Reason
	5/6/2014	WA 02310	0	Demo/Rmvl

ASSESSED VALUES/CREDITS

Year						Class
2015 Values Pending Board of Review Action						E
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	850	0	0	0	850	0

Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total
	850	0	0	0	850

Year						Class
2014						E
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	2,430	0	12,210	0	14,640	0

Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total
	2,430	0	12,210	0	14,640

Year						Class
2013						R
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	2,430	0	12,210	0	14,640	0

Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total
	1,322	0	6,642	0	7,964

Year						Class
2012						R
100% Value	Land	Multi-Residential Land	Dwelling	Building	Total	Acres
	2,430	0	14,650	0	17,080	0

Taxable Value	Land	Multi-Residential Land	Dwelling	Building	Total
	1,283	0	7,738	0	9,021

TAX INFORMATION ASSESSMENT YEAR 2013 PAYABLE 2014/2015

Tax District	941131 - WATERLOO RATH AREA TIF AMD1					
	Gross Value	Taxable Value	Military Exemption	Levy Rate	Gross Tax	Net Tax
Corp	14,640	7,964	0	41.40455	$329.75	$330.00

Nocorp	0	0	0	0	$0.00

	Homestead Credit	Disabled Veteran Credit	Property Tax Relief Credit	Ag Credit	Business Property Tax Credit
Corp	$0.00	$0.00	$0.00	$0.00	$0.00
Nocorp			$0.00		

LEGAL

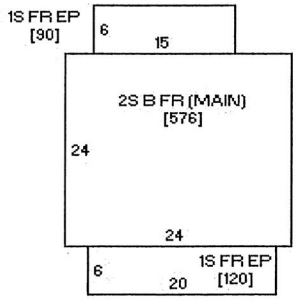
CENTRAL SUBDIVISION W 20 FT LOT 10 E 16 FT LOT 11

LAND

Basis	Front	Rear	Side 1	Side 2	Lot	Area	Acres
Front Foot	36	36	104	104	0	3744	0.086
Totals:						**3744**	**0.086**

Entry Status: Inspected





Date Website Last Updated: 03/29/2015

Black Hawk County Parcel Map

Parcel ID:	8913-24-459-003
Deed Holder:	CITY OF WATERLOO
Legal:	CENTRAL SUBDIVISION W 20 FT LOT 10 E 16 FT LOT 11



Black Hawk County, Iowa
316 East 5th Street
Waterloo, Iowa 50703-4774
Phone: (319) 833-3002
Fax: (319) 833-3070
E-mail: auditor@co.black-hawk.ia.us.org

Map Disclaimer: This map does not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. This map is compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

RECEIVED
AUG 9 2021

City of Waterloo Planning & Zoning Department
715 Mulberry Street, Waterloo, Iowa 50703
(319) 291-4366

- ☐ **Offer to Vacate and Purchase City Right-of-Way**
- ☐ **Request to Vacate Easement, Vacate Sidewalk, or Encroachment Agreement**
- ☑ **Sale of City-Owned Property**

Applicant: LuAnn Stoakes Address: 319 Independence Ave Waterloo, Ia 50703 Phone No.: 319-290-0958

Email: luannstoakes@outlook.com

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.):
120 Smith St, Waterloo, Ia 50703

Legal description of area to be conveyed, vacated, or encroached: Central Subdivision, west 20 Feet of lot 10 and East 16 Feet of lot 11.
Parcel ID 8913-24-459-003 Lot 0010 Central Subdivison

1. **A non-refundable filing fee(s)** shall be made as follows (checks payable to City of Waterloo):
   - Right-of-way vacation – One Hundred Seventy Five Dollar ($175.00) Filing Fee
   - Easement or sidewalk vacation – Seventy Five Dollar ($75.00) Filing Fee
   - Encroachment – One Hundred Dollar ($100.00) Filling Fee
   - Sale of city-owned property not required to be vacated – No Fee
   - Any request not meeting the Sale of Property Policy – One Hundred Dollar ($100.00) Fee
2. **Offer Price***|Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.|
   - Asking price (see attached Sale of Property Policy for how calculated): $850.00
   - Deductions
     - May decrease price by 50% for area located within an easement: _____
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

   Asking price – Deductions = Value of Property: _____

   Offer Price for Entire Area: $850.00

Note: The above information is a summary of the Sale of Property Policy (see attached). All requests to vacate and purchase City right-of-way must be accompanied by a signed "Intent to Vacate" form for each abutting property to the area to be vacated. Any request that fails to meet the Sale of Property Policy shall not be forwarded to the Building and Grounds Committee or City Council. Any such applicant shall need to request review to Building and Grounds through a City Council member.

3. **Publication and Recording Fees***: At the time a buyer(s) has been selected, all publication costs and recording fees must be paid by the applicant. Applicant shall be responsible for collecting from other buyers.
4. **Easement***: The following easement shall be retained:

   _____

5. **Other:** Please provide a site plan and/or aerial photo of the area to be vacated if the request involves additional construction as the reason for the request.

LuAnn Stoakes 8-9-21

Applicant Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

CITY OF WATERLOO

Council Communication

Resolution approving preliminary plans, specifications, bid documents, etc., setting date of bid opening as August 4, 2022 and date of public hearing as August 15, 2022, in conjunction with the FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and instruct the City Clerk to publish notice.

City Council Meeting: 7/18/2022
Prepared: 7/5/2022

ATTACHMENTS:

Description	Type
Memo to Mayor and Council	Backup Material
FY 2023 WWTP Final Clarifier No. 3 Rehabilitation	Backup Material
FY 23 FC Rehab Draw	Backup Material

SUBJECT:	Resolution approving preliminary plans, specifications, bid documents, etc., setting date of bid opening as August 4, 2022 and date of public hearing as August 15, 2022, in conjunction with the FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT
3505 Easton Ave. • Waterloo, IA 50703 • Phone (319) 291-4553

Date: July 6, 2022

To: Waterloo Mayor and City Council

From: Brian M Bowman-Operations Supervisor Waste Management Services

Re: F.Y. 2023 Final Clarifier No. 3 Rehabilitation Project (Contract 1067) Plans, Specifications, Engineers Estimate of Cost and Setting of Public Hearing.

Background Discussion
Final Clarifier No. 3 on the Easton treatment plant has been functioning in a limited capacity since August of 2017. Final clarifiers have a lower scraping mechanism that removes accumulated solids from the bottom of the unit and a skimmer arm that removes floating materials from the top. The removal of these solids ensures compliance with Iowa DNR (IDNR) permit regulations to avoid violations and potential fines. The Iowa DNR listed this project as a requirement on the Waste Water Treatment Facility Inspection in 2021. The Iowa DNR clearly stated that this Clarifier must be repaired to ensure the facility doesn't continue to operate with diminished treatment capabilities.

This has been a multi-staged project that first included a De-Watering Project (completed December 2020) so that a complete condition assessment could be made. The Condition Assessment was conducted in June 2021 by Strand and Associates of Madison Wisconsin.
Findings of the Condition Assessment revealed an approximately 11-foot long by 7-foot wide area of grout topping was missing in the southeast quadrant of the clarifier. Additional assessments found numerous Pressure Relief valves have failed. Soundings of the concrete base slab under the grout topping indicate the presence of unsound concrete in the slab material. The extent of the unsound base slab concrete will not be determined until the complete removal of the grout topping in the tank. The Engineer's Estimate of Cost is $700,000. This project is part of the approved Capital Improvements Program and is funded from the sewer fund.

For City Council considering on the July 18, 2022 regular meeting agenda is setting the date for the public hearing. The bid opening date is scheduled for August 4, 2022. The public hearing, official bid reading, and potential award is scheduled for August 15, 2022

Recommended Action
It is recommended that the City Council approve setting the date of the public hearing, bid reading, and potential award of the F.Y 2023 Final Clarifier Rehabilitation (Contract 1067) at the August 15, 2022 City Council Regular Meeting.

Professional

Engineering

Services

F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation

City Contract No. 1067



Project Manual

City of Waterloo

Waterloo, Iowa

Issued for Bid

July 19, 2022

STRAND ASSOCIATES®

PROJECT MANUAL

CITY OF WATERLOO
WATERLOO, IOWA
F.Y. 2023 WASTEWATER TREATMENT PLANT
FINAL CLARIFIER NO. 3 REHABILITATION
CITY CONTRACT NO. 1067

Prepared by:

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715
www.strand.com

Issued for Bid
July 19, 2022

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

CERTIFICATION PAGE

CITY OF WATERLOO
WATERLOO, IOWA
F.Y. 2023 WASTEWATER TREATMENT PLANT
FINAL CLARIFIER NO. 3 REHABILITATION
CITY CONTRACT NO. 1067

 SEAL	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. FOR STRAND ASSOCIATES, INC.® Signature 7/1/2022 Date Randall A. Wirtz, Ph.D., P.E., ENV. SP. License Number: 16137 My license renewal date is December 31, 2023 Specification sections covered by this seal: All sections unless otherwise noted.

SECTION 00 01 10

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*Provided on flash drive inside pocket of front cover.

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ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATE OF COST
FOR THE
F.Y. 2023 WASTEWATER TREATMENT PLANT
FINAL CLARIFIER NO. 3 REHABILITATION
IN THE CITY OF WATERLOO, IOWA

CITY CONTRACT NO. 1067

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the 4th day of August 2022, until 1 P.M. for the construction of the **F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation, City Contract No. 1067** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the First Floor Conference Room at City Hall, in the City of Waterloo, Iowa, on the 4th day of August 2022, at 1 P.M., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at 5:30 P.M. on the 15th day of August 2022, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by the City Engineering Department are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth. The NOTICE TO BIDDERS can be viewed at the following locations:

1) City of Waterloo web site at http://ci.waterloo.ia.us/

2) Plan rooms:

Master Builders of Iowa
221 Park Street, PO Box 695
Des Moines, IA 50303

McGraw Hill Construction Dodge
3315 Central Avenue
Hot Springs, AR 71913

Reed Construction Data
30 Technology Parkway South, Ste. 500
Norcross, GA 30092

3) Plan Room Web sites:
Master Builders of Iowa web site at www.mbionline.com
Dodge Lead web site: http://dodgeprojects.construction.com/
Reed Const. Data Lead web site: http://www.cmdgroup.com/project-leads/

SCOPE OF WORK

The work shall include the following items:

1. This project is rehabilitation of an existing final clarifier at the City of Waterloo Wastewater Treatment Plant. Work includes rehabilitation of a final clarifier mechanism on Final Clarifier No. 3; clarifier drive rebuild; removal and replacement of grout topping on tank base slab; pressure relief valve replacement; start-up testing; and miscellaneous metals, painting, piping, electrical, and demolition work.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the ___day of _____, _____.

CITY OF WATERLOO, IOWA

BY: _____
City Clerk

END OF SECTION

NOTICE TO BIDDERS
FOR THE TAKING OF CONSTRUCTION BIDS FOR THE F.Y. 2023 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION IN THE CITY OF WATERLOO, IOWA

CITY CONTRACT NO. 1067

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BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed." Work will be substantially complete within 150 calendar days after the date when the Contract Time commences to run and will be completed and ready for final payment within 180 calendar days after the date when the Contract Time commences.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

The Contractor is hereby notified that if the City does not have cash on hand to pay monthly pay estimates, according to Chapter 384.57 of the Code of Iowa, payment may be made by anticipatory warrants issued bearing a rate of interest not exceeding that permitted by Chapter 74A, Code of Iowa.

PLANS AND SPECIFICATIONS

Plans and Specifications governing the construction of the proposed improvements have been prepared by Strand Associates, Inc.® (CONSULTANT), which Plans and Specifications and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance therewith.

Complete digital Project Bidding Documents are available at www.strand.com or at www.questcdn.com. Download the digital Bidding Documents by inputting Quest project number 8251775 on the website's Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance with free membership registration, downloading, and working with this digital project information.

Optional paper copies of the Plans and Specifications are available from the Issuing Office which is Strand Associates, Inc.®, 910 West Wingra Drive, Madison, WI 53715, upon the receipt of a $150 refundable deposit. Deposits will be refunded if the plans are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Consultant's Office by the end of the 14th consecutive day after the Project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the Project has been awarded. If the plan holder is the prime contractor or a subcontractor or supplier of the prime contractor that has been awarded the Project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of its subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

All Bidders submitting a sealed Bid shall obtain the Bidding Documents from QuestCDN.com or from Strand Associates, Inc.®

Bidders who submit a Bid must be a Plan Holder of record at the Issuing Office. Bids from Bidders who are not on the Plan Holders List may be returned as not being responsive.

Plan Holders are requested to provide an e-mail address if they wish to receive addenda and other information electronically. Plan Holders are requested to designate whether they are a prime contractor, subcontractor, or supplier if they want this information posted on the project Plan Holders List. The City has the right to reject any Bids that do not have current Bidding Documents included in the Bid submission.

Upon award of Project, the prime contractor, its subcontractors and suppliers shall be supplied with up to six paper copies and one electronic copy of Plans and Specifications at no additional cost.

CONTRACT AWARD

A contract will be awarded to the qualified Bidder submitting the lowest Bid with any combination of Bid Alternatives selected by the City.

The City reserves the right to reject any or all Bids, re-advertise for new Bids, and to waive informalities in the Bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed thirty (30) days from the day of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced with the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

PROPOSALS SUBMITTED

The Bidder shall submit Bids on the items listed in the proposal. The Bidder shall clearly write or type the lump sum in numerals on the blanks provided.

BID SECURITY REQUIRED

All Bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the Bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, Bidder’s bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

PERFORMANCE & PAYMENT BONDS

The successful Bidder will be required to furnish a “Performance Bond” and a “Payment Bond” within ten (10) days after forms are presented to Bidder in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

MAINTENANCE BOND

Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as “Maintenance Bond,” and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the Work.

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at $50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City funded construction projects that are estimated at $50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals. The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their Bid.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars ($500) per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the contractor does, or could have worked, from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sunday if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Consultant and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work the Contractor shall submit to the Consultant in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors and City Officials.

BIDDER STATUS

Attention of Bidders is called to compliance with the provisions of the Resident Bidder/Non-Resident Bidder requirements.

Each Bidder submitting a Bid shall execute and include with the Bid, a Bidder Status Form in the form herein provided.

Failure to submit a fully completed Bidder Status Form with the Bid may result in the Bid being deemed nonresponsive and rejected.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Waterloo.

PROJECT CONTACT

The Strand Associates, Inc.® project contact is Sam Hocevar and can be contacted at Strand Associates, Inc.®, 910 West Wingra Drive, Madison, WI 53715, (608) 251-4843 regarding the project. All Bidding-related questions are to be submitted via e-mail to sam.hocevar@strand.com and must be received at least five days prior to the date set for receiving Bids.

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. EXPLANATIONS TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Notice to Bidders, Plans, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach Bidders before submission of their bids. Any interpretation made will be in the form of an amendment of the Notice to Bidders, Plans, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the Bidder must be acknowledged in the space provided on the Proposal Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

All requests for interpretation must be received at least five days prior to the day set for receiving bids. Addenda will be issued not later than three days prior to the day set for receiving bids.

2. EXAMINATION OF PROPOSED WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Notice to Bidders, the Specifications or related documents.

3. PREPARATION OF BIDS

a. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

   The Bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price, and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the Bidders who submit a computer-generated spread-sheet, the TOTAL BID (with alternatives, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

b. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, schedule items resulting in a bid on a unit of construction or a combination thereof, etc. When the Bid Form explicitly requires that the Bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, Bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

c. Unless called for, alternate bids will not be considered.

d. Modifications of bids already submitted will be considered if received at the office designated in the Notice to Bidders by the time set for closing of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid.

e. In preparing its bid, the Bidder shall specify the price, written legibly in ink or with the typewriter, at which Bidder proposes to do each item of work. The unit price shall be stated in figures in the blank space provided (i.e., $7.14). In items where unit price is required, the total amount of each item shall be computed at the unit prices bid for the quantities given on the Bid Form and stated in figures in the blank space provided.

   If the Bidder chooses to submit the unit prices, total bid price, and total bid on a computer-generated spreadsheet, all numbers shall be easily legible.

f. Any changes or alterations made in the Bid Form, or any addition thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the contractor reserves the right to accept or reject a contract awarded to contractor by the City Council of Waterloo. Bids in which the unit prices are obviously unbalanced may be rejected.

g. If the Bidder does not qualify as a resident Bidder, the nonresident Bidder shall specify on the project proposal whether any preference to resident Bidders, including but not limited to any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country is in effect in the nonresident Bidder's state or country of domicile at the time of a bid submittal.

4. SUBMISSION OF BIDS

a. A bid must be sealed in a separate envelope and marked to indicate its contents and be accompanied by the bid security in a separate envelope. If forwarded by mail, the two envelopes shall be placed in a third and mailed to the City Clerk/Auditor. All bids must be filed with the City Clerk/Auditor of the City of Waterloo at their office in the City Hall before the time specified for closing bids.

b. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City of Waterloo, Iowa, that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such bid will be received and considered.

c. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall made the bid so modified or amended, subject to rejection.

5. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Notice to Bidders after the exact time set for closing of bids will not be considered. However, a modification which is received from an otherwise successful Bidder, and which makes the terms of the bid more favorable to the City of Waterloo, will be considered at any time it is received and may therefore be accepted. Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time set for closing of bids.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at that time and place set for opening in the Notice to Bidders. Their content will be made public for the information of Bidders and others interested who may be present either in person or by representative.

7. BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bond, Bidder’s bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

8. COLLUSIVE AGREEMENTS

a. Each Bidder submitting a bid shall execute and include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted.

b. Each Bidder submitting a bid shall have each proposed subcontractor, if any, execute and submit to the City Contract Compliance Officer by 5 P.M. the business day following the day bids on this project are due, a Non-Collusion Affidavit in the form herein provided, to the effect that Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for approval by the City.

9. MINORITY AND/OR WOMEN BUSINESS ENTERPRISE SUBCONTRACTORS

a. CITY OF WATERLOO AND/OR WOMEN BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM

The City of Waterloo Minority and/or Women Business Enterprise Pre-Bid Contact Information Form shall be submitted with the Form of Bid or Proposal. Failure to do so shall be grounds for the bid being rejected if subcontracting is proposed by the prime contractor.

10. MBE/WBE CONTRACT COMPLIANCE PROGRAM

PURPOSE

The purpose of the Contract Compliance Program (hereinafter called Program) is to act as an impetus for increasing the participation of minority and women disadvantaged business enterprise (MBE/WBE) in City awarded construction contracts.

The Program does not propose to eliminate any bonafide contractor or subcontractor from bidding on City contracts, but it will hopefully serve as a needed stimulus to help local MBE/WBE's grow and eventually become mainstream contractors and subcontractors.

This Contract Compliance Program does not propose to include any set-aside or quotas, but only flexible goals where "good-faith efforts" are required by the contractor to use MBE/WBE subcontractors.

This Program shall not eliminate the need for contractors to continue their "good-faith efforts" in using MBE/WBE subcontractors on City contracts estimated at less than $50,000.

The City of Waterloo will make every effort to reduce in-house construction and maintenance work that would be more cost effectively performed by the private sector and, thus, would allow additional bidding opportunities for MBE/WBE firms.

The City Contract Compliance Officer shall be advised of all City of Waterloo awarded construction contracts.

DEFINITIONS

Goals:
A flexible numerically expressed objective which contractors are required to make "good-faith efforts." The key to the requirement is to make documented efforts. Goals are neither set-a-sides nor a device to achieve proportional representation or equal results. Numerical goals do not create set-a-sides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination.

Quota:
A flat numerical requirement that the contractor is required to meet in order to obtain the benefit or be in compliance. The numerical goal component of affirmative action programs is not designed to be, nor may it properly or lawfully be interpreted as, permitting unlawful preferential treatment and quotas with respect to persons of any race, color, religion, sex, or national origin. The regulations at 41 CFR 60-2.12(a), 60-2.15 and 60-2.30, specifically prohibit discrimination and the use of goals as quotas. (U.S. Department of Labor)

Set-Aside:
An arrangement in which a particular contract is reserved for competition solely among minority and women business enterprises.

Contractor:
As used in this document means contractor, subcontractor, supplier, vendor, and professional service provider.

Minority Business Enterprise (MBE):
Any business, which is at least 51%, owned by one or more minorities and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002.

Women Business Enterprise (WBE):
Any business which is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002.

Minority:
Any person or persons who are considered as socially and economically disadvantaged because of their identity as a group member without regard to their individual qualities. The groups include: Black American, Hispanic American, Native Americans, Eskimos, Aleuts, and Asian-Pacific Americans. 13 C.F.R. 124-1.1(c)(3)(ii)(1983).

Lowest Responsible Bidder:
Bidder who has offered the lowest bid and who has exhibited skill relative to the type of work bid on, judgment, financial responsibility, and evidence of working with the Affirmative Action Employment Program and the Contract Compliance Program.

Broker:
One buying or selling for others on commission or other fee basis without maintaining a warehouse or other similar inventory storage facility.

Good Faith Efforts:
The successful Bidder shall be selected on the basis of having submitted the lowest responsible bid. The obligation of the Bidder is to make good faith efforts. The Bidder can demonstrate that it has done so by the following:

1. The Prime Contractor met the project goal - No action necessary.

2. If the Prime Contractor failed to meet the goal, they must submit documentation of good faith efforts.

CONTRACT COMPLIANCE PROGRAM SUBCONTRACTING

The program proposes numerical projections or goals regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as subcontractors in the performance of contracts awarded by the City of Waterloo, Iowa.

A goal of at least 10% for MBE participation on all City funded construction projects that are estimated at $50,000 or more and projects under $50,000 where applicable at the Contract Compliance Officer’s discretion. There is at least 2% WBE goal on City funded projects. Any project which is funded solely or in part with Federal funds shall follow the

respective agencies contract compliance program and goals. Any project which is funded solely or in part with State funds shall follow the respective agencies contract compliance program and goals. The City of Waterloo Contract Compliance Program is for City awarded construction contracts only. The prime contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontracts must provide the prime contractor a reasonably competitive price for the service being rendered or the contractor is not required to accept the bid.
Administrative Reconsideration:

As part of this reconsideration, the Bidder will have the opportunity to provide written documentation or arguments concerning the issue of whether they made adequate good faith efforts to meet the goals. The Bidder will have the opportunity to meet in person with the City of Waterloo's Administrative Reconsideration Committee to discuss the issue of whether they made adequate good faith efforts. The Administrative Reconsideration Committee will forward a written decision on reconsideration to the Mayor and City Council, explaining the basis for finding that the Bidder did or did not meet the goal or make adequate good faith efforts to do so.

Documentation required will include but is not limited to the following:

* Making portions of the work available for MBE/WBE subcontracting.
* Evidence of negotiating with MBE/WBE firms.
* MBE/WBE quotes obtained and non-MBE/WBE quotes used.
* Reasons agreements were not reached.
* Follow-up after initial solicitations.
* Efforts to assist in obtaining equipment, supplies and materials (at competitive prices), bonding, lines of credit, insurance, etc.
* Evidence of past compliance or non-compliance by same contractor.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

RESPONSIBILITIES

City of Waterloo

A. The City Contract Compliance Officer has the responsibility to assure the City's compliance with Federal, State and Municipal regulations.

B. The City Contract Compliance Officer is responsible for maintaining a current directory of certified firms. Certification of MBE/WBE/DBE contractors is through the Iowa Department of Transportation and its Unified Certification Program. Only firms certified based on guidelines prescribed in 49 CFR Part 26 and provisions of this agreement, shall be recognized as certified by the City of Waterloo.

C. The City Contract Compliance Officer is responsible for making available a list of future project information notices to MBE/WBE firms.

D. The City Contract Compliance Officer shall send notices to appropriate MBE/WBE firms in the directory of each bid solicitation with opening date.

E. The City Contract Compliance Officer will receive MBE/WBE Letter(s) of Intent to Bid and within two (2) business days forward the complete list of MBE/WBE bidders who submitted a Letter of Intent to Bid to prime contractors.

Prime Contractors

In order to be in compliance with the guidelines of this program, the prime contractor must show good-faith efforts in following the MBE/WBE Contract Compliance Program. Good-faith efforts include, but are not limited to, the following:

A. Prime contractors shall send solicitation letters (Form CCO-3) to appropriate MBE/WBE (those certified in directory prepared by City Contract Compliance Officer) at least seven (7) working days prior to bid date. Letters should identify specific items to be subcontracted. A minimum of three (3) disadvantaged business contacts must be made and documented, if there are at least three disadvantaged businesses offering services in the area to be subcontracted (See City of Waterloo MBE/WBE Certification List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If the Prime Contractor submits a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the MBE/WBE/DBE Certifications from another government agency.

B. If a prime contract Bidder is unable to identify MBE/WBE firms to perform portions of the work, the City Contract Compliance Officer should be contacted for assistance immediately.

C. Prime contract Bidders may solicit MBE/WBE proposals by telephone or personal interviews, but all such contacts shall be confirmed by Certified Mail, or subcontract bid request forms (Form CCO-2).

D. If any MBE/WBE business submitting bids is not selected for subcontract award, documentation must accompany the "MBE/WBE Business Enterprise Pre-Bid Contact Information Form" (Form CCO-4 and CCO-4A) on why the MBE/WBE was not selected. These reasons could include:

   a. Not low bid. Copies of the competing bids may be required for verification.
   b. MBE/WBE did not bid, withdrew bid or non-responsive.
   c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
   d. Prime contractor self performs work.
   e. Any other reason relied on by prime.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

II. MBE/WBE Firms

A. MBE/WBE firms shall be certified by the Iowa Department of Transportation as owners and controllers of their respective businesses, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002.

B. MBE/WBE firms must perform the work on the project; they cannot act as a broker by subcontracting the work out to others.

C. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If sufficient Letters of Intent to Bid are not received by the City Contract Compliance Officer seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the Bidder/proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders/proposers are prohibited.

NON-COMPLIANCE OF CONTRACTORS

A. Noncompliance exists when the contractor's actions are not consistent with the requirements of the Contract Compliance Program in the areas of employment and subcontracting.

B. A Bidder's failure to show good-faith efforts to meet project goals or a failure to use certified MBE/WBE firms may be grounds for finding its bid not responsible.

C. The Contract Compliance Officer shall submit to City Council his/her recommendation on any non-compliant contract in writing.

NOTICE TO PROCEED

Notice to proceed on any project with goals will not be issued until City Contract Compliance Officer determines the lowest responsible Bidder has used good-faith efforts to comply with this Compliance Program and the bid was responsive.

CONCLUSION

This program repeals or revises all sections of previous Waterloo Contract Compliance Programs.

11. EMPLOYMENT AND BUSINESS OPPORTUNITY

To the greatest extent feasible, suppliers, subcontractors, and low income workers owning businesses or living in the Waterloo area must be given priority in supplying materials, bidding for subcontract work, or applying for employment by the contractor on this project. Opportunities for training and for employment arising in connection with this project, shall to the greatest extent feasible be made available to lower income persons residing in the project area. The contract area is the City of Waterloo.

The City of Waterloo will require the contractor to document its efforts in securing lower income workers living in the project area and in purchasing supplies from, and awarding subcontracts to, businesses owned by persons residing in the project area.

12. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the City of Waterloo, Iowa, submit on the form furnished for that purpose (a copy of which is included in the contract documents), a statement of Bidder's qualifications, Bidder's experience record in constructing the type of improvements embraced, and Bidder's organization and equipment available for the work contemplated; and, when specifically requested, a detailed financial statement. The City of Waterloo, Iowa, shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform their obligations under the contract, and the Bidder shall furnish the City of Waterloo, Iowa, all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Waterloo, Iowa, that the Bidder is qualified to carry out properly the terms of the contract.

13. AWARD OF CONTRACT

a. Award of contract will be made to that responsive and responsible Bidder whose bid, conforming to the Specifications, is most advantageous to the City of Waterloo; price and other factors considered. The intention is to award the contract at the time of opening bids, but the right is reserved to postpone such action for a reasonable time, not exceeding thirty (30) days.

b. The City Council may, when in its interest, reject any or all bids or waive any informality in bids received.

c. The Bidder shall submit bids on all the items listed in the proposal and shall state the unit bid price in words in the blank spaces provided beneath the item description. Should there be any discrepancy between the unit bid price in words and listed numeral unit bid price, the City of Waterloo shall consider the unit bid price in words as being the valid unit bid price. A computer-generated spreadsheet as herein provided shall also be acceptable. Proposals requiring mathematical computations to determine unit prices or totals will be rejected. A contract will be awarded to the qualified Bidder submitting the lowest total bid for the BASE BID plus ALTERNATE(S) chosen by the City as indicated in the NOTICE TO BIDDERS.

d. When a contract for a public improvement is to be awarded to the lowest responsive and responsible Bidder, a resident Bidder shall be allowed a preference as against a nonresident Bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

14. EXECUTION OF AGREEMENT, BONDS, AND CERTIFICATE OF INSURANCE

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City of Waterloo, Iowa, an agreement in the form included in the contract documents in such number of copies as the City of Waterloo, Iowa, may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond and a payment bond in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. The bonds shall protect and save harmless the City from claims and damages of any kind caused by the operations of the contractor and shall also guarantee the maintenance of the contract improvements for the period stated in the Notice of Hearing from and after completion of said improvements and their acceptance by the City. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.

c. The successful Bidder shall, within the period specified in paragraph "a" above, furnish a certificate of insurance for approval in amounts of not less than the amounts specified in the General Specifications for Construction, Section F. No. 4 "Liability Insurance." The certificate of insurance shall be furnished in such number of copies as the City of Waterloo may require. The City of Waterloo shall be named as an "Additional Insured." The contractor shall similarly submit its subcontractor's certificates of insurance in the amounts for approval before each commences work. The contractor shall carry or require that there be Workmen's Compensation Insurance for all their employees and those of its subcontractors engaged in work at the site, in accordance with State Workmen's Compensation Laws.

d. The failure of the successful Bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Waterloo, Iowa, may grant, based upon reasons determined sufficient by the City of Waterloo, Iowa, may either award the contract to the next lowest Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid in the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the City of Waterloo, Iowa, for a refund.

15. BIDDER STATUS

Attention of Bidders is called to the requirement of complying with the provisions of the Resident Bidder/Non-Resident Bidder requirement.

Each Bidder submitting a bid shall execute and include with the bid, a Bidder Status Form in the form herein provided.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

16. OPINION OF PROBABLE COST

The opinion of probable cost for the Project as of June 6, 2022 is $700,000.

END OF SECTION

FORM OF BID OR PROPOSAL

F.Y. 2023 WASTEWATER TREATMENT PLANT
FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO, IOWA

CITY CONTRACT NO. 1067

Honorable Mayor and City Council
Waterloo, Iowa

1. The undersigned, being a Corporation existing under the laws of the State of _____, a Partnership consisting of the following partners: _____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by the City Engineer of the City of Waterloo now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation, City Contract No. 1067**, all in accordance with the above-listed documents and for the lump sum base bid cost:

LUMP SUM BASE BID:
_____Dollars $_____
(Words) (Numbers)

See Section 01 29 00–Contract Considerations for discussion of cash allowances to include in the Bid.

2. Cash Allowances

The following Cash Allowances shall be included in the Lump Sum Base Bid. The Cash Allowances for non-Lump Sum items shall be equal to the product of the quantity included in the Lump Sum Base Bid and the Unit Price. The Cash Allowances will be adjusted in the event that estimated quantities to be included in the Lump Sum Base Bid are different from final measured quantities. A single Unit Price shall be bid for each item. Failure to include one or more of the following Unit Price items may result in rejection of the entire Bid as nonconforming. For items with a quantity of 1, the Cash Allowance shall be adjusted based on actual final costs.

CASH ALLOWANCES

Item Number	Description	Estimated Quantity included in the Lump Sum Base Bid	Unit	Bid Unit Price	Total Bid Price Included in the Lump Sum Base Bid
1.	Concrete Surface Repair–Top of Slab Surface Repairs Section 03 01 30	10	CF	$	$
2.	Concrete Surface Repair–Concrete Base Slab Removal and Replacement Section 03 01 30	20	CY	$	$
3.	Crack Repairs–Chemical Grout Injection Section 03 64 00	100	LS	$	$
4.	Final Clarifier Equipment Inspection and Repair–Support Truss Repairs Section 46 43 22	1	LS	$5,000	$
5.	Final Clarifier Equipment Inspection and Repair–Unidentified Repairs Section 46 43 22	1	LS	$50,000	$

4. In submitting this bid, the Bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

5. Security in the sum of _____ Dollars ($_____) in the form of _____, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

6. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.

7. Attached hereto is a Resident Bidder Certification (_____), or Non-Resident Bidder Certification (_____). (Mark one.)

8. The Bidder is prepared to submit a financial and experience statement upon request.

9. The Prime Contractor and Subcontractor(s), which have performed an aggregate of $10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.

10. The Bidder has received the following Addendum or Addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

11. The Bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).

    The Contractor shall submit information on subcontractors on “SUBCONTRACTOR REQUEST AND APPROVAL” Form to be provided by CITY prior to approval of contract.

    The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

    1) The City of Waterloo does not approve the subcontractors.

    2) The subcontractors submit in writing that they cannot fulfill their subcontracts.

12. The Bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA."

13. The Bidder has attached all applicable forms.

14. CITY reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

_____

(Name of Bidder) (Date)

BY:_____ Title _____

Official Address: (Including Zip Code):

_____

_____

I.R.S. No. _____

END OF SECTION

INFORMATION NEEDED
FOR
IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE

CONTRACTOR NAME: _____

ADDRESS: _____

_____

(Check One) **PRIME** _____ **SUBCONTRACTOR** _____

FEDERAL ID#: _____

PROJECT NAME: _____

PROJECT CONTRACT NO.: _____

DESCRIPTION OF WORK:

- ☐ **Brickwork**
- ☐ **Carpentry**
- ☐ **Concrete**
- ☐ **Drywall-Plaster-Insulation**
- ☐ **Electrical**
- ☐ **Excavation/Grading**
- ☐ **Flooring**
- ☐ **Heavy Construction**
- ☐ **Heating-Ventilating-Air Cond**
- ☐ **Landscaping**
- ☐ **Painting**
- ☐ **Paving**
- ☐ **Plumbing**
- ☐ **Roofing-Siding-Sheet Metal**
- ☐ **Windows**
- ☐ **Wrecking-Demolition**
- ☐ **Other (Please specify)**
- ☐ _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

as Surety are held and firmly bound unto the CITY OF WATERLOO, Iowa, hereinafter called

"OWNER." In the penal sum _____

Dollars ($_____) lawful money of the United States, for the payment

of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the _____ day of _____ _____, 20____, for _____ _____.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D. 20____.

_____(Seal)
Principal

By _____
(Title)

_____ _____(Seal)
Witness Surety

_____ By _____
Witness Attorney-in-fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____(Owner, Partner, Officer, Representative, or Agent)___, of _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20__.

_____
Title

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
) ss:
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____(Owner, Partner, Officer, Representative, or Agent)_____, of _____ hereinafter referred to as the "Subcontractor;"

2. He is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to _____ _____, contract pertaining to the _____ _____ project in _____ _____;
(City or County and State)

3. Such subcontractor's proposal is genuine and is not a collusive or sham proposal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm or person to fix the price or prices in said subcontractor's proposal, or to fix any overhead, profit or cost element of the price of prices in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed contract; and

5. The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

_____
Title

Subscribed and sworn to before me this _____day of _____ _____, 20___.

_____
Title

My commission expires _____.

END OF SECTION

EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars ($10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:

    a. Employment
    b. Upgrading
    c. Demotion or Transfer
    d. Recruitment and Advertising
    e. Layoff or Termination
    f. Rates of Pay or Other Forms of Compensation
    g. Selection for Training Including Apprenticeship

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract, subcontract or purchase order unless exempted by the rules, regulations or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.

8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) _____
(Appropriate Official)

_____
(Title)

_____
(Date)

END OF SECTION

TITLE VI CIVIL RIGHTS

During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
    a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
    b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Bidder Status Form

OWNER REVIEW 07/01/22

To be completed by all bidders — Part A

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

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

To be completed by resident bidders — Part B

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

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

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

_____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

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

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner

Worksheet: Authorization to Transact Business

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

☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Revised February 2003

CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM

Check box that applies to party completing program:

( ) General Contractor
( ) Subcontractor

I. Section A to be completed by **GENERAL CONTRACTORS** only:

A.

Name of Company _____

Address of Company _____ Zip _____

Telephone Number (_____) _____

Federal ID Number (if no Federal ID Number, Owner/President's Social Security Number)
_____

Name of Equal Employment Officer _____

Name of Project _____

Project Contract Number _____

Estimated Construction Work Dates _____/_____
Start Finish

Section B to be completed by **SUBCONTRACTORS** only:

B.

Name of General or Prime Contractor _____

Name of Subcontractor _____

Subcontractor's Address _____ Zip _____

Subcontractor's Telephone Number (____) _____

Subcontractor's Federal ID Number (if no Federal ID Number Owner/President's Social Security Number) _____

Name of Equal Employment Officer _____

C. Remainder of program to be completed by party completing program, either Prime or Subcontractor.

1. The Owners and/or Principals of your company:

Name	Address	Position	Sex	Ethnic Origin

2. Other Areas of Interest:

If your company has branches or subsidiaries, or if your company is a branch or subsidiary of a parent organization, give the following information:

Name	Address	Type of Affiliation	Degree

II. EMPLOYER'S POLICY (Please read carefully.)

A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.

B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.

C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.

D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.

E. _____ will give training
(Name of Company)
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

III. AFFIRMATIVE ACTION

A. _____ recognizes that the
(Name of Company)
effective application of a policy of merit employment involves more than just a policy statement, and _____
(Name of Company)
will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.

B. _____ will undertake the
(Name of Company)
following six (6) steps to improve our Affirmative Action Program:

1. Minority Recruitment and Employment;
2. Local Recruitment and Employment;
3. Disabled Veteran and Vietnam Era Veteran Recruitment and Employment;
4. Handicapped Recruitment and Employment;
5. Female Recruitment and Employment; and
6. Training, Upgrading and Promotional Opportunities.

C. _____ will take
(Name of Company)
whatever steps are necessary to ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:

1. Local advertising media (newspapers, radio, TV);
2. Community organizations (churches, clubs, schools);
3. Public and private institutions in the area (UNI, Hawkeye Community College);
4. Job Service of Iowa; and
5. Other.

D. _____ will seek qualified minority,
(Name of Company)
female, and local group applicants for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.

E. All sources of employment used shall be aware that we are an Equal Employment Opportunity Employer. Labor organizations representing our employees will be notified of our Equal Employment Opportunity Policy and Affirmative Action Program.

F. Training, upgrading, promotion and transfer activities at all levels will be monitored to ensure that full consideration has been given to qualified minority, female, and local group employees.

G. _____ will encourage other
(Name of Company)
companies with whom we are associated and/or do business, to do the same and we will assist them in their efforts.

H. _____ has taken the following
(Name of Company)
Affirmative Action to ensure that minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or bid on this project: (if none, write "NONE")

1. _____

2. _____

I. As a result of the above efforts, we have involved minority, female, and local contractors and/or suppliers in the following areas of subcontracting: (if none, write "NONE")

1. _____

2. _____

J. _____ will require approved
(Name of Company)
Affirmative Action Programs from all nonexempt contractors who propose to work on this project and will take whatever steps are necessary to ensure that non-minority contractors have adequate representation of minority, female and local persons in their total work force.

K. In further accordance with rules and guidelines issued pursuant to Executive Order 11246 as amended, we establish the goals for our company, based on parity percentages supplied by the City, and we realize these goals will be reviewed on an annual basis.

L. _____ will keep records of
(Name of Company)
specific actions relative to recruitment, employment, training, upgrading and promotion and will provide the City of Waterloo with any information relative to same, including activities of our SUBCONTRACTORS and suppliers as necessary or when requested.

M. Parity figures for companies located in Waterloo are as follows:

Minority Parity = .08 (8%)

N. _____ Affirmative Action
(Name of Company)

Employment Goals:

The definition of Affirmative Action Goals is as follows: "Goals may not be rigid and inflexible quotas which must be met, but must be targets, reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work."

For the year 2020, please submit percentage targets for employing minorities and women. If you already have reached your target for hiring minorities and women, please submit that percentage.

*Goals for Minorities: _____%
Goals for Women: _____%

*Your affirmative action goals should be between 1% and 10% or more for minorities and 1% and 5% or more for women.

Please be advised that the goals or targets are purely your estimation of how many women and minorities your company can reasonably expect to hire in 2020. Note, that none of the goals are rigid or inflexible. They are targets that your company calculates as reasonably attainable. This will help the City in its monitoring procedures as required by City of Waterloo Resolution No. 1984-142(4).

CONTRACTOR'S TOTAL WORK FORCE
(WATERLOO)

NAME AND ADDRESS	JOB CATEGORY	RACE	SEX	HOURLY WAGE

INDICATE:
DISABLED VETERAN: DV
VIETNAM ERA VETERAN: VV
HANDICAPPED: H

We hereby certify that we are in compliance with all City and Federal Affirmative Action Regulations and agree to accept all liability for failure to comply.

Respectfully submitted,

By: _____
Company Executive

_____
Date

By: _____

Equal Employment
Opportunity Officer

_____
Date

City of Waterloo Affirmative Action Officer

_____ Approved

_____ Disapproved Reason: _____

_____

By: _____

Date: _____

END OF SECTION

DESCRIPTION OF JOB CATEGORIES

1. **Officials/Manager**: Occupations in which employees set broad policies, exercise overall responsibility for execution of all policies, or direct individual departments or special phases of the agency's operations or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, unit supervisors, sheriffs, police and fire chiefs and inspectors and kindred workers.

2. **Professionals**: Occupations which require specialized and theoretical knowledge which is usually required through college training or thorough work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants and kindred workers.

3. **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education and through equivalent on-the-job training. Includes: computer programmers and operations, draftsmen, surveyors, licensed practical nurses, photographs, radio operators, technical illustrators, police and fire sergeants and kindred workers.

4. **Office/Clerical**: Workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.

5. **Skilled Craft Workers**: Workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training programs. Includes: Mechanics and repairman, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters and kindred workers.

6. **Sales Workers**: Occupations engaging wholly and primarily in direct selling. Includes: advertising agents and salesman, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, grocery clerks and cashier checkers, and kindred workers.

7. **Operatives (semi-skilled)**: Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics), plumbers, building trades, metal working trades, bricklayers, carpenters, electricians, machinists, mechanics, printing trades, etc., operatives, attendants (auto service and parking), plasterers, chauffeurs, deliverymen and furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen, oilers and greasers, (except auto painters), (except construction and maintenance), photographic process workers, stationary fireman, truck and tractor drivers, weavers, (textile), welders and flame cutters and kindred workers.

8. **Laborers (unskilled)**: Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen, and stevedores, lumbermen, craftsmen and woodchoppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **Apprentices**: Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

10. **Trainees (on-the-job)**: Production. . . persons in formal training for craftsmen when not trained under apprentice programs--operative laborer, and service occupations.

    White Collar. . . persons engaged in formal training for clerical, managerial, professional, technical, sales, office and clerical occupations.

END OF SECTION

ITEMS OF POTENTIAL MBE/WBE PARTICIPATION

NOTICE TO PROSPECTIVE BIDDERS:

The following are items from **F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation, City Contract No. 1067** that have a potential for MBE/WBE Participation. This listing, however, is not intended to be all encompassing; to preclude MBE/WBE Contractors from bidding on any items of the Proposal as a Subcontractor or the entire Proposal as a Prime Contractor.

BID ITEM	DESCRIPTION	UNIT	EST. QTY.
1	ALL WORK DESCRIBED	LS	1.00

MBE/WBE GOALS FOR THIS PROJECT

IMPORTANT: Prime Contract Bidders should be aware that ten percent (10%) MBE goal and a two percent (2%) WBE goal is attached to this project. "Certified Return Receipt" letters are no longer needed with the bid showing proof of contacting MBE or WBE Subcontractors, but the Pre-Bid Contact Information Form must be filled out completely.

City of Waterloo Contract Compliance Officer:

Contract Compliance Officer
Community Development Board
Carnegie Annex, Suite 202
620 Mulberry Street
Waterloo, IA 50703
Phone: (319) 291-4429

SUBCONTRACTOR'S BID REQUEST FORM
PRIME BIDDER'S LETTERHEAD

Contract No.: _____
Letting Date: _____

I, (subcontractor's name), hereby attest that I have been solicited for a bid on (project name) in the area of (description of work and bid item no.).

(Prime contractor) has informed me that if I am interested in bidding, a subcontracting bid proposal must be submitted to the company office by (date) and (time).

_____
Subcontractor's Company Name

_____ _____
Date Subcontractor's Signature

_____ _____
Date Prime Bidder's Signature

LETTER TO BE USED WHEN SOLICITING FOR SUBCONTRACTOR QUOTES

Subcontractor Company Name
Address

RE: Contract No.: _____

Dear _____:

(Prime Contractor's Company Name) is presently soliciting for the following work in connection with the above referenced project.

(Insert bid Item Nos. and Description of Work)

(Prime Contractor's Company Name) is an Equal Opportunity Employer, and all qualified bidders will not be discriminated against due to race, religion, color, sex, or origin.

If interested in bidding your proposal must be turned in to this office by

_____ and _____.
(Date) (Time)

Sincerely,

(Prime Contractor's Representative)

LETTER OF INTENT TO BID
(MBE/WBE LETTER)

According to the Current MBE/WBE Contract Compliance Program - 2002, all MBE/WBE Contractors interested in submitting subcontractor quotes on construction projects with goals, MUST submit a LETTER OF INTENT TO BID to the City of Waterloo Contract Compliance Officer at least seven (7) days prior to bid opening.

The LETTER OF INTENT TO BID must list the specific items which the MBE/WBE Contractor is interested in bidding.

Letter should include the following:

Name of Project: _____
Your Company Name: _____
Address: _____
Phone: _____ Date: _____

List of Specific items to be bid:

Item No. _____ Description:_____

Item No. _____ Description:_____

Item No. _____ Description:_____

Item No. _____ Description:_____

Item No. _____ Description:_____

_____
(Subcontractor's Company Name and authorized signature)

Return this LETTER OF INTENT TO BID to:

Contract Compliance Officer
Community Development Board
620 Mulberry St.
Carnegie Annex, Suite 202
Waterloo, IA 50703
Phone: (319) 291-4429

Form CCO-5 (06-20-2002)

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM INSTRUCTIONS

Prime Contractor Responsibilities:

Prime Contractors bidding on City of Waterloo contract work are required to ensure that MBE/WBE businesses are provided the opportunity to participate in the performance of contracts and subcontracts. Prime contractors are required to assist MBE/WBE businesses in overcoming barriers to participation, and must make good faith efforts to secure bids from, and award subcontracts to, MBE/WBE businesses. For all contract bids of $50,000 or more, the following is required to demonstrate good faith efforts in accordance with this policy:

1. "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" submitted with the prime contractor bid, properly completed and signed on Form CCO-4 (Rev. 06-20-02). Please note that this document must include all subcontractor contacts, bids received, and awarded - not just those related to disadvantaged business enterprise vendors.

2. A minimum of three (3) MBE/WBE business contacts must be made and documented, if there are at least three (3) MBE/WBE businesses offering services in the areas to be subcontracted (see City of Waterloo MBE/WBE Certified List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If you have submitted a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the certification from another government agency.

3. Contacts to each MBE/WBE businesses are required to be a minimum of seven (7) working days prior to the date the prime contractor submits the bid to the City of Waterloo.

4. The following documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" for each MBE/WBE business contacted:
   a. A copy of the bid received from the MBE/WBE, OR
   b. If no bid was received, a copy of correspondence received from the MBE/WBE with a "no bid" response, OR
   c. If no response was received, a copy of the solicitation sent to the MBE/WBE with proof of mailing attached.

5. If any MBE/WBE business submitting bids are not selected for subcontract award, documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" on why the MBE/WBE was not selected. These reasons could include:
   a. Not low bid. Copies of the competing bids may be required for verification.
   b. MBE/WBE did not bid, withdrew bid or was non-responsive.
   c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
   d. Prime contractor self performs work.
   e. Any other reason relied on by the Prime Contractor.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

Subcontractors Responsibilities:

1. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If the City Contract Compliance Officer does not receive sufficient scope letters seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and an MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM

Prime Contractor Name: _____ Project: _____ Letting Date: _____

NO MBE/WBE SUBCONTRACTORS: If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: _____ Title: _____ Date: _____

SUBCONTRACTORS APPLICABLE: You are required, in order for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions should be directed to Contract Compliance Office 319-291-4429.

You are required, in order for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation.
If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Louis Starks, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID MBE/WBE BUSINESS ENTERPRISE CONTACTS

	Quotes Received				Quotation used in bid
MBE/WBE Subcontractors	Dates Contacted	Yes/No	Dates Contacted	Yes/No	Dollar Amount Proposed to be Subcontracted

CERTIFIED MBE CONTRACTORS

CARTER ELECTRIC
725 Adams Street
Waterloo, IA 50703
Phone: (319) 232-9808
Pager: (319) 235-4021
Contact: Derrick Carter
Specializing in:
ELECTRICAL CONTRACTOR

CULPEPPER ELECTRIC
1731 Cottage Grove Avenue
Waterloo, IA 50707
Phone: (319) 235-0885
Fax: (319) 236-8177
Contact: Martin Culpepper
Certified: City of Waterloo Certified MBE, Licensed Electrician
Specializing in:
ELECTRICAL CONTRACTOR

DANIELS HOME IMPROVEMENT
339 Albany Street
Waterloo, IA 50703
Phone: (319) 961-1659
Contact: Sammy Daniels
Specializing in:
ALL TYPES OF CONCRETE FLATWORK, POURED WALLS—ALL TYPES, FOOTINGS, LIGHT DEMOLITION

D.C. CORPORATION
426 Beech Street
Waterloo, IA 50703
Phone: (319) 493-2542
FAX: (319) 236-0515
Contact: Terry Phillips
Certified: City of Waterloo Certified MBE, Iowa DOT, TSB Certified
Specializing in:
COMMERCIAL AND RESIDENTIAL DEMOLITION, CONCRETE PAVING, DRIVEWAYS, TRUCKING (ALL TYPES), GENERAL CONSTRUCTION

GREER'S WORKS
2003 Plainview Street
Waterloo, IA 50703
Phone: (319) 233-4701
Contact: Willie Greer
Specializing in:
DRIVEWAYS, SIDEWALKS, CARPENTRY, ROOFING, GENERAL CONSTRUCTION

OLD GREER'S WORKS
2309 Springview Street
Waterloo, IA 50707
Phone: (319) 233-2150
Contact: David L. Greer, Sr.
Specializing in:
ROOFING & GENERAL CONSTRUCTION

QUICK CONSTRUCTION
217 Bates Street
Waterloo, IA 50703
Phone: (319) 215-4166
Contact: Leroy Harrington
Specializing in:
ALL TYPES OF CONCRETE FLATWORK AND GENERAL CONSTRUCTION

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Fax: (319) 233-6133
Certified: City of Waterloo WBE
Email: JR11486@cfu.net
Contact: Carol Reese
Specializing in:
FLOOR COVERING

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the City of Waterloo, Iowa.)

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. Name of bidder.

2. Permanent main office address.

3. When organized.

4. If a corporation, when incorporated.

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including the officers.

14. Credit available: $ _____.

15. Give bank reference: _____.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Waterloo, Iowa? _____

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Waterloo, Iowa, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this _____ day of

_____, 20___.

_____
(Name of Bidder)

By: _____

Title: _____

State of _____)
) ss:
County of _____)

_____, being duly sworn deposes and says that it is

_____ of

_____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

_____

Subscribed and sworn to before me this _____ day of
_____, 20___.

_____
Notary Public

My commission expires _____, _____.

GENERAL SPECIAL PROVISIONS

1. SCOPE OF WORK

The work covered by this contract consists of furnishing all labor, equipment, and materials and performing all operations, in connection with the F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation, City Contract No. 1067, in accordance with these specifications.

The Specifications are dated June 21, 2022. They have the general title of F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation, City Contract No. 1067.

The following Drawings are part of the Contract Documents:

Drawings titled: "F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation, City Contract No. 1067," Sheets No. 1 through 10, prepared by Strand Associates, Inc.®

The standard specifications of the City of Waterloo are to be used along with the special provisions described herein and shall be considered as part of the Contract Documents.

The 2017 Standard Specifications for the Iowa Statewide Urban Design and Specifications program (as referenced) are to be used along with the special provisions and General Specifications for Construction described herein and shall be considered part of the Contract Documents.

2. CONFLICTING SPECIFICATIONS

All requirements of other specifications contained in the contract documents which conflict with the provisions of the special provisions will be considered void.

3. DUMPING AREAS

Excess material resulting from construction operations shall be hauled to the County Landfill or other area secured by the Contractor and approved by the City Engineer. Rubble, rubbish, trees, brush, and other unsuitable backfill material, as designated by the City Engineer, shall be hauled to the County Landfill. All Landfill charges are to be considered incidental to the contract and are the responsibility of the Contractor.

4. CONSTRUCTION DAMAGE

The Contractor shall exercise care during construction operations to ensure the safety and protection to existing features located near or within the limits of construction. Damage caused by negligence or poor workmanship, as determined by the Engineer, shall be considered the Contractor's responsibility.

5. REMOVED MATERIALS

All materials removed as part of this Contract shall remain the property of the City unless the City determines that he materials are not salvageable and the City does not want to retain ownership of the materials. Materials designated in the field by the Engineer as nonsalvageable shall be hauled and disposed of by the Contractor at no cost to the City. All other materials shall be transported to locations as directed by the Engineer. No separate measurement or payment will be made for hauling or disposing of removed materials and it shall be considered incidental to applicable items.

6. OVERHAUL

Overhaul will not be paid for "surplus material" obtained from any of the items of construction under this contract. The cost of overhaul will be considered as incidental to the items to which it applies.

7. MAILBOXES/STOP SIGNS

The Contractor shall notify the United States Postal Department of mailboxes, which interfere with any part of the work before removing them, and the Contractor will relocate them as required by the Postmaster. The removal and replacement of mailboxes will not be considered for direct payment but will be considered incidental to the item to which it applies.

The removal and replacement of stop signs will not be considered for direct payment but will be considered incidental to the item to which it applies.

8. PAY ITEMS

All pay items are listed in the proposal and shall include the purchase of all materials, delivery of these materials, and furnishing all labor, plant and miscellaneous work needed to make the item complete. All such cost shall be incidental to the proposed item to which it applies and shall not be considered for separate payment.

9. BREAKDOWN OF LUMP SUM CONTRACT PRICE ITEMS

The Contractor shall, immediately upon execution and delivery of the contract, before the first estimate for payment is made, deliver to the City Engineer a detailed estimate giving a complete breakdown of the lump sum contract prices. The submitted breakdown shall be approved by the City Engineer prior to any payment of any lump sum price item.

10. PERMISSION TO HAUL OVER STREETS, RAILROADS AND HIGHWAYS

The Contractor will be required to secure, from the proper authorities, permission or permit which may be required to haul over streets, highways, railroads or private property, and any hauling operations of the Contractor shall be subject to the requirements of such permits, permission, and to all applicable regulations, laws, and ordinances governing hauling and movement of equipment over streets, railroads, highways and private property. Any costs or inconvenience caused by obtaining any necessary permits or permission shall be considered completely covered by the price bid for the items in the proposal.

11. CONSTRUCTION SCHEDULING

The City Engineer shall approve Contractor's work schedule prior to starting. All revisions shall also be approved. The City Engineer may change the schedule to accommodate changing construction conditions.

The Contractor shall coordinate the work under this contract with contractors performing work under other contracts which may be performed concurrently.

The Contractor shall be responsible to notify the Police, Fire, Street and Engineering Departments of the closing and opening of streets.

The Contractor shall commence work within ten (10) days after receipt of the "Notice to Proceed" and diligently execute the work of the contract to completion.

12. PRE-CONSTRUCTION CONFERENCE

Before any work is started, the Contractor shall arrange with the City Engineer to hold a pre-construction conference to discuss problems and schedules of contracts.

13. UNDERGROUND UTILITIES

It is the responsibility of the Contractor to obtain the location of gas lines, water lines, electric, telephone, and cable television cables or wires from the various utility companies and the City electrician before starting any excavation. The Contractor shall be responsible for any damage to any underground utilities. The Contractor shall expose those utilities indicated on the plans so that elevations may be determined before beginning construction. This work shall be considered incidental to other items of work.

If the Contractor believes that additional costs have been incurred due to a utility being improperly located, the resolution of the additional costs incurred shall be made between the Contractor and the respective utility company.

14. TRAFFIC SIGNS AND STREET SIGNS

The Contractor shall contact the City of Waterloo Traffic Operations Department to have any street sign that will be affected by construction removed and replaced when the work has been completed.

15. TRAFFIC CONTROL DURING CONSTRUCTION

The Contractor shall, at its own expense and without further or other order, provide, erect and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs or other adequate protection, as required by the latest edition of Part VI of the “Manual on Uniform Traffic Control Devices” and shall provide, keep and maintain such barricades, signs, etc., as may be required or as may be ordered by the Engineer, to ensure the safety of the public as well as those engaged on the work. All barricading plans shall be reviewed by the Engineer.

The Contractor shall determine, provide and obtain approval from the City Engineer on all detour locations for all street closings, barricades and posting prior to construction. These shall meet requirements of the City Police Traffic Department. The Contractor shall notify the City Engineer's Office and the Police, Fire and Street Departments when the street is closed for construction. All barricading shall be in accordance with the latest edition of Part VI of the "Manual on Uniform Traffic Control Devices." Encapsulated lens sheeting is not required on this project.

16. GRADES, LINES, LEVELS AND SURVEYS

All necessary grades, lines, levels and surveys shall be established and maintained by the Contractor.

The Contractor shall verify all grades, lines, levels and dimensions as sown on the drawings, and he shall report any errors or inconsistencies in the same to the City Engineer before commencing work.

17. SAFETY OF WORKERS AND PUBLIC

The Contractor shall, at all times, take necessary precautions to protect the life and health of all persons employed on this project and the public. He shall provide necessary safety devices and safeguards in accordance with latest and best accident prevention practices. All such protection shall be furnished to employees without cost.

No direct measurement of payment shall be made for this protection, but shall be considered incidental to other items of work. The public shall be kept outside of any work area.

18. CONSTRUCTION EQUIPMENT FOR PORTLAND CEMENT CONCRETE PAVEMENT

Section IX "Construction Equipment" of the "Specifications for Concrete Paving, Widening, and Curb and Gutter" of the Standard Specifications for Municipal Public Works Construction, City of Waterloo, Iowa, shall be amended as follows:

Iowa Department of Transportation standard specification Section 2301.07 Construction Equipment For Portland Cement Concrete Pavement shall apply with the following exception to Section 2301.07.A.7.b Finishing Machine: The first sentence shall read as "A finishing machine will be required on all uniform width slabs ten (10) feet or more in width upon which a continuous line of forms more than one hundred fifty (150) feet in length may be set, except for intersections or otherwise approved by the Engineer."

19. WORKING ON SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS

The Contractor shall notify the Engineer in writing forty-eight (48) hours in advance if work on Saturday is planned. By noon the Friday before the planned Saturday work, the Contractor shall confirm the Saturday work schedule with the project inspector.

Work on Sunday requires prior approval of the Engineer in accordance with the Waterloo Standard Specifications. The Contractor shall not work the following days due to City holidays:

Holiday	2022	2023
New Year's Day		Sunday, January 1
Martin Luther King, Jr. Day		Monday, January 16
Memorial Day	Monday, May 30	Monday, May 29
Independence Day	Monday, July 4	Tuesday, July 4
Labor Day	Monday, September 5	Monday, September 4
Veteran's Day	Friday, November 11	Saturday, November 11
Thanksgiving Day	Thursday, November 24	Thursday, November 23
Day After Thanksgiving	Friday, November 25	Friday, November 24
Christmas Eve	Saturday, December 24	Sunday, December 24
Christmas Day	Sunday, December 25	Monday, December 25

SPECIAL PROVISIONS

MISCELLANEOUS

1. LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the Contractor shall pay to the City Liquidated Damages in the amount of $500 per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the Contractor does, or could have worked from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sundays, if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work, the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

2. PERCENT OF CONTRACT TO BE PERFORMED BY PRIME CONTRACTOR

The Prime Contractor shall be required to perform at least 30 percent of the total contract amount of this project. Purchasing of materials for subcontractors will not be an acceptable method for the prime contractor to meet the 30 percent requirement.

3. STORM WATER POLLUTION PREVENTION

Storm water pollution prevention has become an important issue on construction projects. Therefore, the City is requiring that the storm sewer system on this project be protected in order to reduce and minimize the impact of sediment-laden runoff flowing into the storm sewer system. The contractor is responsible for providing all storm water pollution control measures needed to protect the storm sewer and all property in the vicinity of the project from runoff and/or sediment.

Should the protection not be provided or not maintained, the contractor will be required to remove sediment from the inlets or storm sewer and/or surrounding properties at its own expense. The materials shall be removed in such a manner as to prevent further contamination of the storm sewer system and subsequent impairment of downstream receiving waters of the sewer.

4. STANDARD SPECIFICATIONS

The Standard Specifications, which are referenced in the contract documents, are designated as follows:

SUDAS STANDARD SPECIFICATIONS–"2017 Standard Specifications for the Iowa Statewide Urban Design and Specifications Program" (unless otherwise noted) and current revisions thereof.

IDOT STANDARD SPECIFICATIONS–"Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation, Ames, Iowa, Series 2015" (unless otherwise noted) and current revisions thereof.

WATERLOO STANDARD SPECIFICATIONS–"Standard Specifications for Municipal Public Works Construction, City of Waterloo, Iowa."

5. SPECIAL PROVISIONS

Standard Specifications are amended by the Technical Specifications listed in the Table of Contents and included herein as part of the Specification booklet.

In these Specifications, references to CITY and CONTRACTOR are defined in the General Specifications for Construction. References to CONSULTANT are as defined in the Supplemental General Specifications for Construction.

6. HIERARCHY

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First: WRITTEN AMENDMENTS
Second: AGREEMENTS
Third: CHANGE ORDERS
Fourth: ADDENDA
Fifth: SUPPLEMENTAL GENERAL SPECIFICATIONS
Sixth: GENERAL SPECIFICATIONS
Seventh: SPECIAL PROVISIONS
Eighth: DRAWINGS
Ninth: STANDARD SPECIFICATIONS

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

7. PHYSICAL CONDITIONS

The following drawings and reports of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to CITY:

1. Drawings dated November 1970, by Veenstra & Kimm of West Des Moines, Iowa, titled: "Sewage Treatment Plant Improvements–Phase IV," consisting of 50 pages numbered 1065-1 to 1065-50, inclusive.

2. Drawings dated August 1998 by Rust Environment & Infrastructure, Inc. of Waterloo, Iowa, titled: “F.Y. 1998 Easton Avenue Water Pollution Control Facilities,” consisting of 285 pages numbered 1 to 273, inclusive.

3. Report dated June 2021 by AECOM of Waterloo, Iowa, titled: “Final Clarifier No. 3 Dewatering Wells Report,” consisting of 151 pages.

None of the contents of such drawings include technical data on which CONTRACTOR may rely.

The drawings and report identified above are not part of the Contract Documents.

9. OTHER WORK AT THE SITE

Other Work

A. In addition to and apart from the Work under the Contract Documents, CITY may perform other work at or adjacent to the Site. Such other work may be performed by CITY’s employees, or through contracts between CITY and third parties. CITY may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If CITY performs other work at or adjacent to the Site with CITY’s employees, or through contracts for such other work, then CITY shall give CONTRACTOR written notice thereof prior to starting any such other work. If CITY has advance information regarding the start of any utility work at or adjacent to the Site, CITY shall provide such information to CONTRACTOR.

C. CONTRACTOR shall afford each other contractor that performs such other work, each utility owner performing other work, and CITY, if CITY is performing other work with CITY’s employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CONTRACTOR may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

Coordination

CONTRACTOR and its Subcontractors shall cooperate and coordinate their work with adjacent work and shall give due notice to other contractors and subcontractors of intersection work to assure that all items are installed at an agreeable tine and to facilitate progress of the Work.

CONTRACTOR shall review the contract times for all contracts and shall cooperate as required for all contractors to meet their respective contract times.

Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for CITY, the CITY’s employees, any other contractor working for CITY, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through

actions or inaction, then CONTRACTOR shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. CONTRACTOR must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to CONTRACTOR in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on CONTRACTOR assigning to CITY all CONTRACTOR's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CONTRACTOR's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to CONTRACTOR's ability to complete the Work within the Contract Times.

B. CONTRACTOR shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of CITY, any other contractor, or any utility owner performing other work at or adjacent to the Site. If CONTRACTOR fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then CITY may impose a set-off against payments due to CONTRACTOR, and assign to such other contractor or utility owner the CITY's contractual rights against CONTRACTOR with respect to the breach of the obligations set forth in this paragraph.

C. When CITY is performing other work at or adjacent to the Site with CITY's employees, CONTRACTOR shall be liable to CITY for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by CITY as a result of CONTRACTOR's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, CITY may impose a set-off against payments due to CONTRACTOR.

D. If CONTRACTOR damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through CONTRACTOR's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CONTRACTOR's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against CONTRACTOR, CITY, or CONSULTANT, then CONTRACTOR shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless CITY and CONSULTANT, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

Claims Between Contractors

A. Should CONTRACTOR cause damage to the work or property of any other contractor at the Site, or should any claim arising out of CONTRACTOR's performance of the Work at the Site be made by any other contractor against CONTRACTOR, CITY, CONSULTANT, or the construction coordinator, then CONTRACTOR (without involving CITY, CONSULTANT, or construction coordinator) shall either (1) remedy the damage,

(2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless CITY, CONSULTANT, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any other contractor against CITY, CONSULTANT, consultants, or the construction coordinator to the extent said claim is based on or arises out of CONTRACTOR's performance of the Work. Should another contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any other contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against CITY, CONSULTANT, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from CITY, CONSULTANT, or the construction coordinator on account of any such damage or Claim.

C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and CITY and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to CITY, CONSULTANT, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from CITY, CONSULTANT, or construction coordinator for activities that are their respective responsibilities.

SPECIFICATIONS

SECTION 01 11 00

SUMMARY OF WORK

PART 1–GENERAL

1.01 DIVISION ONE

A. The requirements of Division 01 apply to all sections of the Contract.

1.02 PROJECT SCOPE

A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by CITY as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS–INTENT AND USE

A. Intent of Documents:
   1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
   2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
   3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
   4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
   5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from CONSULTANT.

B. Use of Documents:
   1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
   2. CONTRACTOR shall use all of the Project Drawings and Specifications:
      a. For a complete understanding of the Project.
      b. To determine the type of construction and systems required.
      c. For coordination with other contractors.
      d. To determine what other work may be involved in various parts or phases.
      e. To anticipate and notify others when work by others will be required.
      f. And all other relevant matters related to the project.
   3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

A. The Contract completion Milestones shall be as listed in the Form of Contract.

B. General Information and Requirements:
   1. Currently, wastewater treatment at the City of Waterloo Wastewater Treatment Plant consists of two equalization basins and two treatment facilities; the Easton Avenue Plant and the Satellite Plant. The treatment plant receives wastewater from two separate dedicated trunk lines. The Satellite Plant is currently not in operation and all wastewater is treated at the Easton Avenue Plant.
   2. Wastewater treatment at the Easton Avenue Plant consists of preliminary screening, grit removal, primary clarification, activated sludge aeration, final clarification, and ultraviolet disinfection. Treated effluent is discharged to the Cedar River via a diffuser.
   3. Solids handling consists of WAS storage, thickening, temperature-phased anaerobic digestion, digested sludge storage, centrifuge dewatering, and centrate equalization. Dewatered sludge is land applied by a contract hauler.
   4. Wastewater treatment during construction must be continuous and the treatment efficiency must be equal to that achieved prior to the start of construction.
   5. It shall be the responsibility of CONTRACTOR to not in any way impair the normal treatment or operating efficiency of the facilities, regardless of the work underway. No bypassing of raw or partially treated wastewater to receiving stream shall occur at any time as a result of construction. In general, this requires that new facilities be complete and ready for service or that temporary facilities be provided prior to removing existing units from service for modification or repair. CONTRACTOR shall provide all temporary piping, bypass pumping, and temporary construction required to complete the Work.
   6. Operation of existing treatment facilities will be the responsibility of CITY. CONTRACTOR shall cooperate with CITY's staff at all times. A minimum of 48 hours prior to making any process or electrical connections to existing facilities or modification or demolition of existing facilities, CONTRACTOR shall notify CITY in writing. At the time of notification, CONTRACTOR shall submit a schedule for completion of the Work, including a description of measures that will be taken to minimize the impact to existing facilities.
   7. Except as specified, CITY will drain existing tanks to the level of the lowest existing drain line or will remove tank contents using existing piping and pumping equipment. Subsequent cleaning or further draining and/or pumping shall be provided by CONTRACTOR. If there exists sludge, grit, or other residue that cannot be drained or pumped in its present state, it shall be the responsibility of CONTRACTOR to remove and dispose of this material.
   8. Access: CONTRACTOR shall maintain roadways open at all times to meet CITY's requirements, including access for sludge hauling vehicles and chemical deliveries. CONTRACTOR shall be responsible for maintaining roadways in drivable condition, including placement of temporary stone and gravel and providing drainage as necessary. All city-owned roadways around the treatment facility shall be cleaned of construction site materials, soil, and debris as necessary.

C. General Construction Sequence:
   1. Work on Structure 270–Final Clarifier No. 3 may begin upon notice to proceed.
   2. CONTRACTOR shall install temporary dewatering measures as necessary to complete the work.
   3. Concrete tank repairs shall be completed and meet the specified strength prior recommissioning of clarifier equipment and placing clarifier back into service.

CONTRACTOR shall submit a cold weather concrete plan for all applicable cold weather concreting as specified in Section 03 30 00–Cast-In-Place Concrete.

1.05 CONTRACTOR USE OF SITE

A. General:
1. The “area of the site” referred to in these Specifications shall be as shown on the Drawings. If the “area of the site” is not shown, CITY's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the “area of the site.”
2. Construction activities shall be confined within the “area of the site” limits.
3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with CITY.

B. Parking and Deliveries:
1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of CITY.
3. Access to the site for delivery of construction material or equipment shall be at locations shown on the Drawings general note on site sheet.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security systems, and similar work shall be kept to an absolute minimum and shall be limited to times approved by CITY.

B. If deemed necessary by CITY, such work shall be accomplished after CITY’s normal office hours.

C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.

D. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify CITY and consult with utility owner immediately.

E. Cooperate with CITY and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.

F. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by CITY or others, except when permitted in writing by CITY.

G. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.

H. Iowa Law (Chapter 480, Iowa Code) requires, among other provisions, that before excavation or demolition begins, reasonable advance notice (not less than 48 hours prior to the start of the excavation or demolition) of the intent to excavate or demolish be provided to the owners of the Underground Facilities in and near the construction area whose facilities may be affected by the excavation or demolition. As part of this notification requirement, CONTRACTOR shall contact Iowa One Call (811 or 1-800-292-8989). CONTRACTOR shall be aware that not all owners participate in the Iowa One Call program. A call to this agency shall not absolve CONTRACTOR of the requirements of this statute. CONTRACTOR shall comply with all others provisions of the statute though not enumerated herein.

I. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR's responsibility to determine their exact location when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.

J. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.

K. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.

L. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide CITY a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.

M. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to CITY immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility. CONTRACTOR may make claim under the provisions of Articles 11 and 12 of the General Conditions should CONTRACTOR feel a price or time adjustment is justified.

N. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.

O. Whenever CONSULTANT feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

A. CONTRACTOR shall protect the property of CITY, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.

B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.

C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.

D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.

E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of CITY.

F. If more than one contractor is responsible, the cost shall be shared. CONSULTANT will determine responsibility for damages. All repair and replacement methods shall be acceptable to CITY.

1.08 AVAILABILITY OF LANDS

A. Easements were not obtained for this Project. CONTRACTOR shall confine its operations, equipment and storage areas to the lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to CITY.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Cash Allowances.
2. Measurement and Payment–Unit Prices.
3. Measurement and Payment–Lump Sum.

1.02 CASH ALLOWANCES

A. Refer to sections of the specifications identified in the Form of Bid or Proposal for specific information on use of cash allowances.

B. The Bid shall include the amount equal to the specified quantity times the unit price.

1.03 MEASUREMENT AND PAYMENT–UNIT PRICES

A. Measurement methods are delineated in the individual Specification sections.

B. CONTRACTOR shall take measurements and compute quantities. CONSULTANT will check measurements and quantities.

C. Incidental Items of Work: Any items of Work shown on the Drawings or called for in the Specifications, but not included in the Bid Form, shall be considered incidental items of Work. The cost of incidental items of Work shall be included in the prices bid for adjacent Work.

1.04 MEASUREMENT AND PAYMENT–LUMP SUM

A. Payment for Lump Sum projects will be based on the accepted schedule of values for the project.

B. An acceptable schedule of values will include the following features:
1. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Schedule shall be subdivided as necessary by specification section and work area.
2. Identify each line item with the number and title of the respective Specification Section.
3. For each major line item list sub-values of major products or operations under the item.
4. For the various portions of the work:
a. Each item shall include a directly proportional amount of CONTRACTOR’s overhead and profit.
b. For items on which progress payments will be requested for stored materials, break down the value into:
(1) The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by CONSULTANT.

(2) The total installed value.

5. The sum of all values listed in the schedule shall equal the total Contract Sum.
6. Schedule shall include a separate listing of general items such as bonds, insurance, mobilization, demobilization, field supervision, and record documents.

C. Once a schedule of values is accepted, it shall not be revised, except for changes associated with subsequently executed change orders.

D. No separate measurement for payment will be performed for Lump Sum Work.

E. CONTRACTOR shall estimate percentage of Work completed. CONSULTANT will review CONTRACTOR's estimate of quantity of Work completed.

F. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.

G. Unless noted otherwise, all Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid.

H. Some technical specification sections may include payment provisions. These provisions are in addition to the provisions of this section which apply to all of the Work.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Coordination.
   2. Field engineering.
   3. Progress meetings.

1.02 COORDINATION

A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. See Section 01 11 00–Summary of Work for specific construction sequence.

B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.

C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas, except as otherwise indicated, CONTRACTOR shall conceal pipes, ducts, and wiring within the construction and coordinate locations of fixtures and outlets with finish elements.

E. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for CITY's occupancy.

F. After CITY occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of CITY's activities.

1.03 FIELD ENGINEERING

A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land Surveyor acceptable to CITY and for replacement of benchmarks and survey control and reference points provided by CONSULTANT.

B. CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels utilizing recognized engineering survey practices.

C. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.

D. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.

E. If laser beam is used, CONTRACTOR shall check its Work against intermediate grade stakes provided between manholes. Prior to initial use of the laser, CONTRACTOR shall set up laser on ground surface and check line and gradient controls. Lasers not functioning properly shall be immediately removed.

F. If existing property stakes not within the limits of the trench are removed or damaged by CONTRACTOR, CONTRACTOR shall bear the cost of replacement. Replacement shall be made by a legal survey performed by a licensed Land Surveyor hired by CITY. Cost for survey shall be deducted from the Contract Price.

G. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work and will be held responsible for any error resulting from its failure to exercise such precaution.

1.04 PROGRESS MEETINGS

A. Progress meetings will be held throughout progress of the Work at intervals agreed to by CITY, CONSULTANT, and CONTRACTOR. Interval will generally be monthly.

B. CONTRACTOR's project manager, job superintendent, major subcontractors, and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.

C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting.

D. CONTRACTOR shall also provide the following information in written form at each meeting.
   1. Construction progress, including:
      a. Activities completed this reporting period.
      b. Activities in progress this reporting period.
      c. Activities scheduled to commence this reporting period.
   2. Description of problem areas.
   3. Current and anticipated delays.
      a. Cause of the delay.
      b. Corrective action and schedule adjustments to correct the delay.
      c. Impact of the delay on other activities, on milestones, and on completion dates.
   4. Changes in construction sequence.

E. CONSULTANT will prepare and distribute minutes to all attending parties.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
   2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by CONSULTANT.
   3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work-related submittals.

B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section.

C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to CONSULTANT for review.

1.02 IDENTIFICATION OF SUBMITTALS

A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
   1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
   2. Name and location of project and identification number.
   3. Drawing number and specifications section number to which the submittal applies.
   4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

A. Unless otherwise specifically permitted by CONSULTANT, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.

B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.

B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

A. Submit preliminary schedules within 10 days of the Effective Date of the Contract.

B. Revise schedules incorporating any comments provided at the schedule review conference and resubmit.

C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration for each activity. Identify activities that are on the critical path.

E. Include line items for milestones (if any), Substantial, and Final Completion.

F. Submit updated schedules with each Application for Payment, identifying changes since previous version.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.

B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to CONSULTANT for review and approval.

D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings are submitted, including the required hard copies, or a revised schedule for any remaining submittals is agreed to by CITY and CONSULTANT.

E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure described below. If electronic submittal is impossible, CONTRACTOR may request CONSULTANT to review hard copy submittals on a limited basis. CONSULTANT may request to review hard copy submittals on a limited basis for submittals that are over 100 pages in length. If CONSULTANT agrees to or requests hard copy submittal review, CONTRACTOR shall submit six color copies of shop drawings and descriptive data to CONSULTANT for approval. Three copies of these will be returned to CONTRACTOR if approved. If shop drawings are not approved or if they are stamped “Approved as Noted-Resubmit,” two corrected copies will be returned to CONTRACTOR for use in resubmittal. If CONTRACTOR desires more than three approved copies, submitted quantity shall be increased accordingly.

F. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

G. Shop drawings submitted to CONSULTANT will be reviewed and stamped “Approved,” “Approved as Noted,” “Approved as Noted-Resubmit,” or “Not Approved.” CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped “Approved as Noted-Resubmit” and “Not Approved” and will continue this process until shop drawings are stamped “Approved” or “Approved as Noted.” If drawings are stamped “Approved as Noted-Resubmit,” fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped “Approved” or “Approved as Noted.”

H. If shop drawings are stamped “Approved as Noted” or “Approved as Noted-Resubmit” and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR’s position.

I. All shop drawings used for construction site activities shall bear the “Approved” or “Approved as Noted” stamp of CONSULTANT.

J. Arrangements may be made between CONTRACTOR and CONSULTANT to provide additional copies of “Approved” shop drawings for field activity purposes.

K. Electronic Submittal Procedures:
   1. Summary:
      a. Shop drawing and product data submittals shall be transmitted to CONSULTANT in electronic (PDF) format using Submittal Exchange, or equal, a website service designed specifically for transmitting submittals between construction team members, or equal.
      b. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
      c. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
   2. Procedures:
      a. CONTRACTOR shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
      b. CONTRACTOR shall transmit each submittal to CONSULTANT using the Submittal Exchange website, www.submittalexchange.com, or equal.

c. CONSULTANT review comments will be made available on the Submittal Exchange website for downloading. CONTRACTOR will receive email notice of completed review.
d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of CONTRACTOR.
e. Electronically submitted shop drawings shall follow the following format:
   (1) Filenames for the shop drawing submittals shall follow a XX XX XX.YYY-Z. Description convention where XX XX XX is the specification section number, YYY is the submittal number, .Z is the resubmittal number, and description is a short description of what the submittal includes. Submittals shall be consecutively numbered in direct sequence of submittal. Resubmittals shall be consecutively numbered with the first submittal numbered with a -0 and the first resubmittal numbered with a -1. Example file name: 03 20 00.016-1. Structure 10 Concrete Reinforcement. This would be the first revision of the sixteenth submittal and contain information on concrete reinforcement.
   (2) All files shall be delivered in PDF format with a minimum resolution of 300 dpi unless otherwise requested by CONSULTANT. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red. Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.
   (3) Files shall be delivered without security features activated.
   (4) Shop Drawings shall be uploaded as individual files. Files combined into a zip drive are not acceptable. All pages of one submittal should be contained in one file.
   (5) The file shall open to a cover page containing, at a minimum, the following information:
      (a) CONTRACTOR's stamp.
      (b) Name, e-mail, and telephone number of the individual who may be contacted for further information.
      (c) Project number.
      (d) Submittal number.
      (e) Submission date, if resubmittal, all previous submission dates.
      (f) Index detailing contents and the total number of pages in the submittal.
f. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide three hard color copies of the "Approved" or "Approved as Noted," shop drawings to CONSULTANT. CONTRACTOR is responsible for the hard copy color replication of CONSULTANT's "Approved" or "Approved as Noted," shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.

3. Costs:
   a. CONTRACTOR shall include the full cost of Submittal Exchange, or equal, project subscription in their proposal. This cost shall be included in the Contract amount. Contact Submittal Exchange at 1-800-714-0024 to verify cost prior to Bid.
   b. At CONTRACTOR's option, training is available from Submittal Exchange regarding use of website and PDF submittals. Contact Submittal Exchange at 1-800-714-0024.
   c. Internet Service and Equipment Requirements:
      (1) Email address and Internet access at CONTRACTOR's main office.
      (2) Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.

L. CONTRACTOR is fully responsible for obtaining any and all copyright permission associated with conversion of shop drawing information to electronic format.

M. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 COLORS AND PATTERNS

A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, CONTRACTOR shall submit accurate color charts and pattern charts to CONSULTANT for CITY's review and selection.

B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, CONTRACTOR shall completely describe the relative capabilities of each.

1.08 SAMPLES AND FIELD MOCKUPS

A. CONTRACTOR shall provide samples and field mockups where noted or specified.

B. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.

C. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and full range of color, texture, and pattern.

D. Samples shall have labels firmly attached, bearing the following information:
1. Name of project.
2. Description of product and finish.
3. Name of CONTRACTOR.
4. Trade name and number of product.
5. Standards met by the product.

E. Approval of samples must be obtained prior to proceeding with any work affected by material requiring sample approval.

F. Samples, unless otherwise noted, become the property of CITY.

G. In situations specifically approved by CONSULTANT, the retained sample may be used in the construction as one of the installed items.

H. Field Mockups:
1. CONTRACTOR shall erect field mockups at the project site in a location acceptable to CONSULTANT and CITY.
2. When accepted by CONSULTANT, the mockup will become the basis for comparison of the actual work.
3. Remove mockup at conclusion of the work if it was not incorporated into the work.

1.09 PRODUCT DATA

A. CONTRACTOR shall provide product data as required to supplement shop drawings.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.

C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.

D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.

E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.

F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.10 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by CONSULTANT.

B. Shop Drawings and Product Data:
1. Revise initial drawings or data and resubmit as specified for initial submittal.
2. Itemize in a cover letter any changes which have been made other than those requested by CONSULTANT.

C. CONTRACTOR shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. CONSULTANT will record CONSULTANT's time for review subsequent submittals of shop drawings, samples, or other items required for approval and CONTRACTOR shall reimburse CITY and CONSULTANT's charges for such time.

D. In the event that CONTRACTOR requests a substitution for previously approved item, CONTRACTOR shall reimburse CITY for CONSULTANT's charges for its review time unless the need for such change is beyond control of CONTRACTOR.

1.11 MANUFACTURER'S DIRECTIONS

A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary.

B. Wherever specifications call for work to be performed or materials to be installed in accordance with the manufacturer's printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to CONSULTANT before installing the material or performing the work.

1.12 MAINTENANCE MANUAL

A. Prior to 75% completion of the Contract or at a minimum of 45 days prior to the scheduled start-up date of any individual item of equipment, whichever is earlier, CONTRACTOR shall furnish to CONSULTANT four complete copies of a maintenance manual for all equipment

furnished. Applications for payment beyond 75% of the contract amount will not be recommended for payment until all maintenance manuals are submitted or a revised schedule for remaining maintenance manuals is agreed to by CITY and CONSULTANT.

B. The manuals shall include manufacturer's instructions for maintenance and operation for each item of mechanical and electrical equipment. Manuals shall be specific for the equipment as installed; provide project specific inserts as required. Manuals shall contain: operation instructions, lubrication schedules, types and quantities, preventative maintenance program, spare parts list, parts lists, I.D. No. and exploded views, assembly instructions, parts supplier location, trouble shooting and startup procedures and, where applicable, test data and curves.

C. All sheets shall have reduced dimensions as described for shop drawings, and shall be furnished in 3-ring binders or 3-tab report covers.

D. CONTRACTOR is responsible for producing an electronic version of the Equipment Operations and Maintenance (O&M) Manuals Manual. The Electronic Equipment O&M Manual shall be delivered in Portable Document Format (PDF). The entire manual may be converted to PDF via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of the PDF document. CONTRACTOR shall provide all Equipment O&M Manuals in the electronic format as defined below.

E. The filename for the Equipment O&M Manual submittal will be provided with the request for final Equipment O&M Manuals. Filenames use the “eight dot three” convention (XX XX XX_YY.PDF) where XX XX XX is the specification section number and YY is an ID number. No one file shall be larger than 10 MB. If technical problems require that the submittal be divided into more than one file, a letter extension shall be added to the end of each filename.

F. The number of files shall be kept to a minimum. Equipment O&M Manuals that span more than one file shall have the final Bookmark “Return to Table of Contents” which shall take the User to the first file on the Equipment O&M Manual.

G. All text (word processed), spreadsheets, and electronic graphics shall be delivered in portable document format (*.PDF). The resolution of all scanned images shall be a minimum of 300 dpi unless otherwise requested by CONSULTANT. Scanned images shall be processed with the “original image with hidden text” option (Adobe Acrobat 6 or higher). This results in a clear image and provides for optical character recognition (OCR) and word search functionality. Graphical files shall be fully searchable. All submittals must be indexed with the Adobe Catalog feature. Placement and structure of index files shall be in accordance with Adobe's recommendations to minimize problems when transferring files. Successful searches for words or strings in the PDF document shall demonstrate proof of OCR.

H. Rotate pages viewed in landscape to the appropriate position for easy reading on a computer monitor.

I. Bookmarks shall be created in the navigation frame for each entry in the Table of Contents. Three levels deep is usually enough (i.e., “Chapter,” “Section,” “Subsection”); however, complex submittals like instrumentation and electrical may be required at the discretion of CONSULTANT. When setting bookmarks for Chapter level heading, the page shall be displayed at Full Page. Section and Subsection level heading pages shall be displayed as a magnified view. Bookmarks shall be displayed as subordinate (to other bookmarks in their hierarchy set so that only the Chapter level headings are displayed.

J. Thumbnails shall be generated and embedded in each PDF file.

K. Files shall be delivered without Security features activated. Password protected files will be unacceptable.

L. The opening view for PDF files shall be set as follows:
   1. Initial View: Bookmarks and Page
   2. Magnification: Fit In Window
   3. Page Layout: Single Page

M. The file shall open to the cover page of the Equipment O&M Manual with bookmarks to the left. The first bookmark shall be the name of Equipment O&M Manual.

N. The submittal shall be delivered on CD after all Equipment O&M Manuals have been received and reviewed. Each CD shall be labeled, at a minimum, as follows:
   1. O&M title spelled out in complete words.
   2. Project and CITY name.
   3. Month and date.
   4. Specification section number and title.
   5. Manufacturer name, point of contact, telephone number, and e-mail address as appropriate.

O. CONTRACTOR shall reprocess any portion of the document that does not view or print to CITY's satisfaction.

P. CONTRACTOR is fully responsible for obtaining any and all copyright permissions associated with conversion of this information to electronic format.

Q. Each maintenance manual shall include a completed equipment maintenance summary form for each type and size of equipment being furnished that requires power, lubrication, or maintenance. Equipment Summary forms are located at the end of this section.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

EQUIPMENT MAINTENANCE SUMMARY FORM(1)

Equipment No.: _____
_____
_____
_____
Specification Section: _____
Equipment Name: _____
Building Name: _____ Room No.: _____
Plant Location: _____
Manufacturer: _____
Address: _____
Phone: _____
Service Representative: _____
Address: _____
Phone: _____ Fax: _____
Make: _____ Model: _____
Serial No.: _____ Type: _____
Size: _____ _____
Equipment Speed: _____
Capacity: _____
Operating Range: _____
Material: _____
Alarms: _____
_____
_____
Drive Ratio: _____
Motor Speed: _____ Service Factor: _____

Volts: _____ Phase: _____ hp: _____ Efficiency: _____

Motor Type: _____
Motor Sensors: _____
Motor Manufacturer: _____
Model: _____ Motor Frame: _____

Insulation Class: _____ FLA: _____ LRA: _____

(1) Complete as applicable; attach supplementary pages as necessary.

Maintenance Requirements
(Use additional sheets if more space is needed.)

LUBRICATION

Item	Generic Type of Lubricant	Supplier	Estimated Frequency	Annual Quantity

PREVENTIVE MAINTENANCE

Item	Action	Frequency	Reference

SUGGESTED MINIMUM SPARE PARTS LIST

Manufacturer	Part No.	Quantity Unit	Description

The following information is included in O&M Manual:

Check or mark N/A

1. Recommended installation, adjustment, calibration, and troubleshooting. _____
2. Complete internal and connection wiring diagrams. _____
3. Complete parts lists, by generic title and identification number, with exploded views of each assembly. _____
4. Disassembly, overhaul, and reassembly instructions. _____
5. Recommended prestart checks. _____
6. Recommended start procedure. _____
7. Recommended shutdown procedure for both short and long term. _____
8. Recommended operating precautions that include safety for personnel and equipment. _____
9. Recommended standing maintenance procedure. _____

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. OSHA requirements.
2. Roadway limits.
3. Permits.
4. Wage rates.

1.02 OSHA REQUIREMENTS

A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the “Occupational Safety and Health Act.”

1.03 ROADWAY LIMITS

A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.04 PERMITS

A. No permits were obtained by CITY for this Project. CONTRACTOR shall obtain required permits. Where the requirements of any permit are more restrictive than the Drawings or the Specifications, the permit requirements shall govern.

B. Any permits required for dewatering operations shall be obtained and paid for by CONTRACTOR.

C. CONTRACTOR shall obtain Site Disturbance/Erosion Control Permits as necessary to accommodate CONTRACTOR’s specific means and methods for completing the Work.

1.05 WAGE RATES

A. A wage rate determination is not a requirement of this Project.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Reference Standards:
      a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
      b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
      c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to CONSULTANT all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.
   2. Definitions:
      a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
      b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, General Conditions, Supplementary Conditions, and other general contract documents.
      c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.

B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

A. Familiarity with Pertinent Codes and Standards:
   1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
   2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.

B. Overlapping or Conflicting Requirements:
   1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is

generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to CONSULTANT for decision before proceeding.

1.03 REFERENCE STANDARDS

A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.

B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.

C. Nonreference standards are hereby defined to have no particular applicability to the Work except as a general measurement of whether the Work complies with standards recognized in the construction industry.

D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA — Aluminum Association
   1525 Wilson Boulevard, Arlington, VA 22209

2. AAMA — American Architectural Manufacturer's Association
   1827 Walden Office Square Suite 550, Schaumberg, IL 60173-4268

3. AASHTO — American Association of State Highway & Transportation Officials
   444 North Capitol Street NW Suite 249, Washington, DC 20001

4. ACI — American Concrete Institute
   38800 Country Club Drive, Farmington Hills, MI 48331-3439

5. AI — Asphalt Institute
   2696 Research Park Drive, Lexington, KY 40511-8480

6. AISC — American Institute of Steel Construction
   One East Wacker Drive Suite 700, Chicago, IL 60601-1802

7. AISI — American Iron and Steel Institute
   25 Massachusetts Avenue NW Suite 800, Washington, DC 20001

8. ANSI — American National Standards Institute
   25 West 43rd Street, New York, NY 10036

9. APA — American Plywood Association
   7011 South 19th, Tacoma, WA 98466-5333

10. API	American Petroleum Institute 1220 L Street NW, Washington, DC 20005-4070
11. ARI	Air-Conditioning & Refrigeration Institute 4100 North Fairfax Drive Suite 200, Arlington, VA 22203
12. ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers 1791 Tullie Circle NE, Atlanta, GA 30329
13. ASME	American Society of Mechanical Engineers Two Park Avenue, New York, NY 10016-5990
14. ASSE	American Society of Sanitary Engineering 901 Canterbury Suite A, Westlake, OH 44145
15. ASTM	ASTM International 100 Barr Harbor Drive, West Conshohoken, PA 19428-2959
16. AWI	Architectural Woodwork Institute 46179 Westlake Drive Suite 120, Potomac Falls, VA 20165-5874
17. AWPA	American Wood Protection Association P.O. Box 361784, Birmingham, AL 35236-1784
18. AWS	American Welding Society 8669 Doral Boulevard Suite 130, Doral, FL 33166
19. AWWA	American Water Works Association 6666 West Quincy Avenue, Denver, CO 80235
20. BHMA	Builder's Hardware Manufacturers Association 355 Lexington Avenue 15th floor, New York, NY 10017
21. BIA	Brick Industry Association 1850 Centennial Park Drive Suite 301, Reston, VA 20191
22. CRSI	Concrete Reinforcing Steel Institute 9333 North Plum Grove Road, Schaumburg, IL 60173
23. DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE, Washington, DC 20590
24. EJMA	Expansion Joint Manufacturers Association 25 North Broadway, Tarrytown, NY 10591
25. FM	FM Global FM Global Corporate Offices, 270 Central Avenue, Johnston, RI 02919

26. FTI	Facing Tile Institute Box 8880, Canton, OH 44711
27. GA	Gypsum Association 6525 Belcrest Road Suite 480, Hyattsville, MD 20782
28. GANA	Glass Association of North America 800 SW Jackson Street Suite 1500, Topeka, KS 66612-1200
29. ICC	International Code Council 500 New Jersey Avenue NW 6th Floor, Washington, DC 20001
30. IES	Illuminating Engineering Society 120 Wall Street, Floor 17, New York, NY 10005-4001
31. MIL	Military Specifications Naval Publications and Forms Center 5801 Tabor Avenue, Philadelphia, PA 19120
32. NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Road Building C Suite 312, Glen Ellyn, IL 60137
33. NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive, Herndon, VA 20171-4662
34. NECA	NECA National Electrical Contractors Association 3 Bethesda Metro Center Suite 1100, Bethesda, MD 20814
35. NEMA	National Electrical Manufacturers Association 1300 North 17th Street Suite 1752, Rosslyn, VA 22209
36. NFPA	National Fire Protection Association 1 Batterymarch Park, Quincy, MA 02169-7471
37. NIST	National Institute of Standards and Technology (U.S. Department of Commerce), 100 Bureau Drive, Stop 1070 Gaithersburg, MD 20899-1070
38. NRCA	National Roofing Contractors Association 10255 West Higgins Road Suite 600, Rosemont, IL 60018-5607
39. NSF	National Sanitation Foundation International P.O. Box 130140, 789 North Dixboro Road, Ann Arbor, MI 48113-0140
40. OSHA	Occupational Safety & Health Administration 200 Constitution Avenue NW, Washington, DC 20210
41. PCA	Portland Cement Association 5420 Old Orchard Road, Skokie, IL 60077

42. PCI — Prestressed Concrete Institute
200 West Adams Street Suite 2100, Chicago, IL 60606

43. SAE — Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001

44. SDI — Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021

45. SDI — Steel Door Institute
30200 Detroit Road, Westlake, OH 44145-1987

46. SIGMA — Sealed Insulating Glass Manufacturers Assoc.
401 North Michigan Avenue Suite 2400, Chicago, IL 60611

47. SJI — Steel Joist Institute
234 Cheves Street, Florence, SC 29501

48. SMACNA — Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1219

49. SSPC — Society for Protective Coatings
40 24th Street 6th Floor, Pittsburgh, PA 15222-4656

50. TCA — Tile Council of America
100 Clemson Research Boulevard, Anderson, SC 29625

51. UL — Underwriters Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

A. For CITY's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

A. Indicated:
1. The term “indicated” is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.
2. Where terms such as “shown,” “noted,” “scheduled,” and “specified” are used in lieu of “indicated,” it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.

B. Approve (or Words of Similar Nature):
   1. Where used in conjunction with CONSULTANT's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term “approve” will be held to the limitation of CONSULTANT's responsibilities and duties as specified in Paragraph 1.02.B of the General Conditions.
   2. In no case will “approval” by CONSULTANT be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.

C. Minimum Requirements:
   1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
   2. Actual work must comply with (or within specified tolerances) or exceed minimums.
   3. CONTRACTOR shall refer uncertainties to CONSULTANT before proceeding.

D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1–GENERAL

1.01 SUMMARY

A. Work Includes:
   1. Quality Assurance–Control of Installation.
   2. Tolerances.
   3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE–CONTROL OF INSTALLATION

A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.

B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from CONSULTANT before proceeding.

D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality.

F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.

B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from CONSULTANT before proceeding.

C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification sections or when requested by CONSULTANT, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

B. CONTRACTOR shall submit qualifications of observer to CONSULTANT 30 days in advance of required observations.

C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. CONTRACTOR shall submit report in duplicate within 30 days of observation to CONSULTANT for information.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Temporary utilities.
   2. Temporary stairs and access.
   3. Temporary support facilities.
   4. Removal of temporary facilities.

B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.

C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless CITY makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.

D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to CITY and local authorities having appropriate jurisdiction.
   1. Furnish all necessary labor and materials.
   2. Make all installations in a manner subject to the acceptance of such authorities and CITY.
   3. Maintain such connections.
   4. Remove temporary installation and connection when no longer required.
   5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by CITY and in sufficient number required for the work force employed by CONTRACTOR.

B. Temporary Electrical Services:
   1. Existing outlets and wiring shall not be used for motors larger than fractional HP or for welding equipment. Circuits for larger motors and welding equipment may be provided with special circuits to mains of electrical panels at the expense of those trades requiring them, provided that written permission is obtained from CITY and CONSULTANT.
   2. Any temporary electrical services required during power outages shall be obtained and paid for by CONTRACTOR.
   3. All temporary lighting required for construction as well as CITY's full use of the entire facility throughout construction shall be provided by CONTRACTOR.
   4. No permanent electrical equipment or wiring shall be used without express written permission of CITY. Such approval, if given, shall not affect guarantee period.

C. Weather Protection and Temporary Heat:
   1. CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.

2. CONTRACTOR shall provide temporary heat within buildings, without cost to CITY, from the time the buildings or portions thereof are enclosed until the Project is accepted or occupied by CITY, whichever occurs first. The building work is to be heated during construction so a minimum temperature of 50°F is maintained at all times. Temporary heating equipment shall be properly vented.
3. Tanks that are constructed and existing tanks taken out of service as part of the Work shall be protected by CONTRACTOR from damage because of frost by insulating, enclosure, heating, or a combination of methods as required.
4. No permanent heating equipment shall be used on a temporary basis without express written permission by CITY. Such approval, if given, shall not affect the guarantee period. If CITY authorizes use of permanent heating equipment, CONTRACTOR shall pay all related energy costs until acceptance or occupancy (whichever occurs first) of the building by CITY.

D. Temporary Telephone Service: CONTRACTOR shall provide, without extra cost to CITY, telephone services at the Site for phones and computer modems specified in Section 01 52 13–Field Offices and Sheds for the duration of the Work at the Site. Also provide service as required for CONTRACTOR's use. Party making toll calls shall pay for same.

E. Temporary Water: CONTRACTOR shall supply its own water during construction. CONTRACTOR shall also provide its own piping, valves, and appurtenances for its requirements. Connection to the existing water system shall be coordinated with CITY and shall meet all code requirements including disinfection and backflow prevention. CITY will waive charges for water reasonably used by CONTRACTOR. CONTRACTOR shall minimize wasteful use.

F. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.

G. CONTRACTOR's and Subcontractor(s)' personnel shall refrain from smoking during excavation, laying pipe, backfilling, and other work at the Site which may involve potential contact with explosive vapors or gasoline products.

1.03 TEMPORARY STAIRS AND ACCESS

A. CONTRACTOR shall provide and maintain all equipment such as temporary stairs, ladders, ramps, runways, chutes, and so on as required for proper execution of the Work. CONTRACTOR shall be responsible for providing its own scaffolds, hoists, etc.

B. All such apparatus, equipment, and construction shall meet all requirements of OSHA, the labor laws, and other applicable State and local laws. Provide stairs with handrails. As soon as possible and where applicable, permanent stairs shall be installed.

C. As soon as permanent stairs are created, provide temporary protective treads, handrails, and shaft protection.

D. Provide barricades at hazardous locations, complete with signs, temporary general lighting, warning lights, and similar devices as required.

1.04 TEMPORARY SUPPORT FACILITIES

A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.

B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by CITY.

1.05 REMOVAL OF TEMPORARY FACILITIES

A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to substantial completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.

C. Minor temporary facilities which interfere with CITY's operations shall be removed at the end of each Work period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 52 13

FIELD OFFICES AND SHEDS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Materials, equipment, and furnishings.
2. Construction.
3. Environmental control.
4. CONTRACTOR office and facilities.
5. Storage areas and sheds.
6. Preparation.
7. Maintenance and cleaning.
8. Removal.

PART 2–PRODUCTS

2.01 MATERIALS, EQUIPMENT, AND FURNISHINGS

A. Materials, equipment, and furnishings shall be serviceable, new or used, and adequate for required purpose.

2.02 CONSTRUCTION

A. Portable or mobile buildings or buildings shall be constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.

B. CONTRACTOR shall provide structurally sound, secure, weathertight enclosures for office and storage spaces.

C. Temperature transmission resistance of floors, walls, and ceilings shall be compatible with occupancy and storage requirements.

D. Exterior materials shall be weather resistant.

E. Interior materials in offices shall consist of sheet type materials for walls and ceilings, prefinished or painted; resilient floors and bases.

F. Lighting for offices shall be 50 footcandles minimum at desk top height, with exterior lighting at entrance doors.

G. Provide appropriate type fire extinguisher at each office and each storage area.

H. Interior materials in storage sheds shall be as required to provide specified conditions for storage of products.

2.03 ENVIRONMENTAL CONTROL

A. Heating, cooling, and ventilating for offices shall consist of automatic equipment to maintain comfort conditions; 70°F heating and 78°F cooling.

B. Heating and ventilation for storage spaces shall be as needed to maintain products in accordance with Contract Documents and to provide adequate lighting for maintenance and observation of products.

2.04 CONTRACTOR OFFICE AND FACILITIES

A. CONTRACTOR shall provide facilities to meet CONTRACTOR's needs.

B. Provide telephone as required for CONTRACTOR's needs.

2.05 STORAGE AREAS AND SHEDS

A. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 01 60 00–Materials and Equipment.

PART 3–EXECUTION

3.01 PREPARATION

A. CONTRACTOR shall fill and grade sites for temporary structures to provide drainage away from buildings.

3.02 MAINTENANCE AND CLEANING

A. CONTRACTOR shall maintain approach walks free of mud, water, and snow.

3.03 REMOVAL

A. Upon final acceptance and completion of the Work, CONTRACTOR shall remove field offices, foundations, utility services, and debris and shall restore areas.

END OF SECTION

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Dust Control.
   2. Water, Erosion, and Sediment Control.
   3. Traffic Control.
   4. Site Security.
   5. Daily Cleanup.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DUST CONTROL

A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations.

B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.

C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

3.02 WATER, EROSION, AND SEDIMENT CONTROL

A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. CONTRACTOR shall protect Site from puddling or running water.

C. CONTRACTOR shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.

D. Except as provided for in the document, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.

E. CONTRACTOR shall use jute or synthetic netting, silt fences, straw bales, dikes, channels, and other applicable measures to prevent erosion of soils disturbed by its construction operation.

F. Restoration of the Site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.

G. Erosion control measures shall comply with BMP and Iowa DNR Construction State Erosion Manual.

3.03 TRAFFIC CONTROL

A. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices in the construction zone.

B. All traffic control measures shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices, except for exceptions noted in Iowa Admin.760-130.1.

C. Do not close or obstruct roadways without approval of CITY.

D. Conduct operations with minimum interference to roadways.

E. Maintain two-way traffic on streets at all times.

3.04 SITE SECURITY

A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.

B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. CITY will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.05 DAILY CLEANUP

A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.

B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.

B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.

C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by CONSULTANT.

D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.

B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.

C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by CITY, by methods to prevent soiling and damage.

E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or CITY; limitations on storage space; availability of personnel and handling equipment and CITY's use of premises.

C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.

D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.

E. Immediately on delivery, CONTRACTOR shall inspect shipment to review that:
   1. Product complies with requirements of Contract Documents and reviewed submittals.
   2. Quantities are correct.
   3. Accessories and installation hardware are correct.
   4. Containers and packages are intact and labels legible.
   5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

A. General:
   1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
   2. Any additional off-site space required shall be arranged by CONTRACTOR.
   3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
   4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.

B. In enclosed storage, CONTRACTOR shall:
   1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
   2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
   3. Provide ventilation for sensitive products as required by manufacturer's instructions.
   4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
   5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
   6. Store liquid materials away from fire or intense heat and protect from freezing.

C. At exterior storage, CONTRACTOR shall:
   1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
   2. Store tools or equipment that carry dirt outside.
   3. Store large equipment so as not to damage the Work or present a fire hazard.
   4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.

5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.

B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.

C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to CONSULTANT when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.

C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by CITY. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer’s responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if manufacturer’s response is not within 72 hours of notification by CITY. Warranty language shall be provided with the shop drawings.

1.09 CONCRETE EQUIPMENT BASE

A. Cast-in-place concrete equipment bases shall be provided for all new and relocated equipment including electrical control panels, motor control centers, switchgear, etc. Concrete equipment bases shall be provided by CONTRACTOR except where specifically noted to be provided by others. Bases shall be 3 1/2-inch minimum height and shall be a minimum of 3 inches larger than equipment being supported. Grouting of equipment bases shall be as recommended by equipment manufacturer.

B. Concrete and grout shall meet applicable sections of the specifications.

C. Provide all anchor bolts, metal shapes and templates to be cast in concrete or used to form concrete for support of equipment.

1.10 "OR EQUALS"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon CONTRACTOR furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, CONTRACTOR may request that CONSULTANT authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

If CONSULTANT in its sole discretion determines that an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, CONSULTANT shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

1. In the exercise of reasonable judgment CONSULTANT determines that:
    a. It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    b. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    c. It has a proven record of performance and availability of responsive service, and;
    d. It is not objectionable to CITY.
2. CONTRACTOR certifies that, if approved and incorporated into the Work:
    a. There will be no increase in cost to CITY or increase in Contract Times, and;
    b. It will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed "or equal" item at CONTRACTOR's expense.

C. CONSULTANT's Evaluation and Determination: CONSULTANT will be allowed a reasonable time to evaluate each "or equal" request. CONSULTANT may require CONTRACTOR to furnish additional data about the proposed "or equal" item. CONSULTANT will be the sole judge of acceptability. No "or equal" item will be ordered, furnished, installed, or utilized until CONSULTANT's review is complete and CONSULTANT determines that the proposed item is an "or equal", which will be evidenced by an approved Shop Drawing or other written

communication. CONSULTANT will advise CONTRACTOR in writing of any negative determination.

D. Effect of CONSULTANT's Determination: Neither approval nor denial of an "or equal" request shall result in any change in Contract Price. CONSULTANT's denial of an "or equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. Treatment as a Substitution Request: If CONSULTANT determines that an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item, CONTRACTOR may request that CONSULTANT considered the proposed item as a substitute pursuant to section 1.11.

1.11 SUBSTITUTES

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CONTRACTOR may request that CONSULTANT authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
   1. CONTRACTOR shall submit sufficient information as provided below to allow CONSULTANT to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. CONSULTANT will not accept requests for review of proposed substitute items of material or equipment from anyone other than CONTRACTOR.
   2. CONTRACTOR shall make written application to CONSULTANT for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application:
      a. Shall certify that the proposed substitute item will:
         (1) Perform adequately the functions and achieve the results called for by the general design;
         (2) Be similar in substance to that specified and;
         (3) Be suited to the same use as that specified.
      b. Will state:
         (1) The extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
         (2) Whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with CITY for other work on the Project) to adapt the design to the proposed substitute item and;
         (3) Whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
      c. Will identify:
         (1) All variations of the proposed substitute item from that specified;
         (2) Available engineering, sales, maintenance, repair, and replacement services and;
         (3) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. CONSULTANT's Evaluation and Determination: CONSULTANT will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from CITY. CONSULTANT may require CONTRACTOR to furnish additional data about the proposed substitute item. CONSULTANT will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until CONSULTANT's review is complete and CONSULTANT determines that the proposed item is an acceptable substitute. CONSULTANT's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. CONSULTANT will advise CONTRACTOR in writing of any negative determination.

C. Special Guarantee: CITY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

D. Reimbursement of CONSULTANT's Cost: CONSULTANT will record CONSULTANT's costs in evaluating a substitute proposed or submitted by CONTRACTOR. Whether or not CONSULTANT approves a substitute so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse CITY for the reasonable charges of CONSULTANT for evaluating each such proposed substitute. CONTRACTOR shall also reimburse CITY for the reasonable charges of CONSULTANT for making changes in the Contract Documents (or in the provisions of any other direct contract with CITY) resulting from the acceptance of each proposed substitute.

E. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute at CONTRACTOR's expense.

F. Effect of CONSULTANT's Determination: If CONSULTANT approves the substitution request, CONTRACTOR shall execute the proposed Change Order and proceed with the substitution. CONSULTANT's denial of a substitution request shall be final and binding and may not be reversed through an appeal under any provision of the Contract Documents.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 73 29

CUTTING, PATCHING, AND ALTERATIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: CONTRACTOR shall be responsible for all cutting, fitting, patching, and other alterations required to complete the Work as specified herein or to:
   1. Make its several parts fit together properly.
   2. Uncover portions of the Work to install improperly sequenced Work.
   3. Remove and replace defective Work.
   4. Remove and replace Work not conforming to requirements of the Contract Documents.
   5. Remove samples of installed Work as specified for testing.
   6. Provide penetrations of surfaces for installation of piping and electrical conduit.
   7. Rehabilitate or renovate existing spaces.

1.02 REFERENCES

A. ANSI A10 Safety Requirements for Construction and Demolition.

1.03 QUALITY ASSURANCE

A. CONTRACTOR shall perform all cutting, patching, and alterations in strict accordance with pertinent requirements of these Specifications.

B. Except as modified by governing codes, CONTRACTOR shall comply with the applicable provision and recommendations of ANSI A10.

1.04 SUBMITTALS

A. CONTRACTOR shall submit a written request to CITY well in advance of executing any cutting or alteration which affects the following:
   1. Work of CITY or any separate contractor.
   2. Structural value or integrity of any element of the Project.
   3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
   4. Efficiency, operational life, maintenance, or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. The request shall include:
   1. Description of affected work.
   2. The necessity for cutting, patching, or alteration.
   3. Effect on work of CITY, any separate contractor, or on the structural or weather-proof integrity of the Project.
   4. Description of proposed work to include:
      a. Scope of cutting, patching, or alteration.
      b. Trades who will execute the Work.
      c. Products proposed to be used.
      d. Extent of refinishing to be done.

5. Alternatives to cutting and patching.
6. Written permission of any separate contractor whose work will be affected.

C. Submit written notice to CITY designating the date and the time the Work will be uncovered or executed.

1.05 SCHEDULING AND COORDINATION

A. All work under this section shall be coordinated with CITY's work forces and those of other contractors and shall be accomplished at times acceptable to CITY.

B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service, notify CONSULTANT and CITY 72 hours in advance and obtain CITY's approval before proceeding with this phase of the Work. Temporary facilities, if required, shall be in place prior to disruption of service.

PART 2–PRODUCTS

2.01 NEW MATERIALS

A. For replacement of work removed, CONTRACTOR shall use materials which comply with the pertinent sections of these Specifications.

B. All new materials for patching and extending work shall match existing products and work.

C. CONTRACTOR shall determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as the standard.

2.02 SALVAGEABLE MATERIAL

A. Materials or items designated to be reinstalled or to become the property of CITY shall be as specified or as shown on the Drawings.

B. CONTRACTOR shall remove such items with care under the supervision of the trade responsible for reinstallation.

C. CONTRACTOR shall store these materials (off-site if necessary) and protect from damage until they are incorporated into the new work.

D. Items which are not to be reinstalled but are to become the property of CITY shall be removed by CONTRACTOR with care, cleaned, and stored in a location at the Site to be approved by CITY.

E. Materials or items damaged in its removal shall be replaced by CONTRACTOR with similar new material at no additional cost to CITY.

F. Where existing equipment or fixtures are indicated to be reused, CONTRACTOR shall repair such equipment and refinish as specified elsewhere.

2.03 UNSALVAGEABLE MATERIALS

A. Materials or items demolished and not designated to become the property of CITY or not designated to be reinstalled shall become the property of CONTRACTOR and shall be removed from the site and legally and properly disposed of by CONTRACTOR.

B. Materials shall be removed by CONTRACTOR in a manner that will avoid damage to materials or equipment to remain.

PART 3–EXECUTION

3.01 INSPECTION

A. CONTRACTOR shall inspect existing conditions including elements subject to movement or damage during cutting, patching, and other alterations.

B. After uncovering the Work, CONTRACTOR shall inspect conditions affecting installation of new products or performance of new work.

C. CONTRACTOR shall report unsatisfactory or questionable conditions to CONSULTANT in writing.

D. CONTRACTOR shall not proceed with work until unsatisfactory or questionable conditions are resolved.

E. Beginning of cutting, patching, and alterations work means acceptance of existing conditions by CONTRACTOR.

3.02 PREPARATION AND PROTECTION

A. CONTRACTOR shall provide temporary bracing, shoring, needling, and support of the structure during alterations work as necessary to prevent collapse, settling, or deflection and to protect persons and property from injury or damage.

B. Temporary supports must adequately carry all existing and imposed load.

C. CONTRACTOR shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.

D. CONTRACTOR shall provide temporary partitions or barriers to contain all dust, dirt, and debris from entering into finished areas or areas where CITY is operating or storing products.

E. CONTRACTOR shall provide adequate fire protection in accordance with local Fire Department requirements.

F. CONTRACTOR shall provide waterproofing, weather protection, heat, and other facilities for that portion of the Work which may be exposed by cutting and patching, demolition, or other alterations.

G. CONTRACTOR shall cut, move, or remove items as necessary for access to alterations and renovations work and replace and restore at completion of the Work.

H. CONTRACTOR shall prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.

I. CONTRACTOR shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its subcontractors.

3.03 PERFORMANCE

A. CONTRACTOR shall accomplish all work of cutting, removal, demolition, patching, or other alterations using only persons skilled in the appropriate trade.

B. CONTRACTOR shall execute the Work in a careful and orderly manner.

C. CONTRACTOR shall execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

D. CONTRACTOR shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

E. CONTRACTOR shall fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. CONTRACTOR shall thoroughly clean and prepare all surfaces to receive new finish or covering to completely remove all dirt, dust, grease, oil, paint, loose materials, and soil.

G. CONTRACTOR shall refinish entire surface as necessary to provide an even finish to match adjacent finishes:
   1. For continuous surfaces, refinish to nearest intersection.
   2. For an assembly, refinish entire unit.

3.04 DEMOLITION, CUTTING, AND REMOVAL

A. Cutting and removal of construction shall be performed by CONTRACTOR so as not to cut or remove more than is necessary and so as not to damage adjacent work.

B. CONTRACTOR shall cut out embedded anchorages and attachment items as required to properly provide for patching and repair of the respective finishes.

C. CONTRACTOR shall not cut structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.

D. CONTRACTOR shall not cut operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance.

E. CONTRACTOR shall not cut work exposed to view (exterior or interior) in a manner resulting in noticeable reduction of visual qualities as determined by CITY.

F. Construction that is to remain which is loosened, cracked, or otherwise damaged or defaced as a result of careless cutting or demolition and is unsuitable for use intended shall be removed and replaced at no additional cost to CITY.

G. CONTRACTOR shall clean demolished areas and remove debris, waste, and rubbish from the building at the conclusion of each day's work.

H. CONTRACTOR shall not let piled waste material endanger the structure.

3.05 PATCHING, EXTENDING, AND MATCHING

A. Patching work shall conform to the standards of the Specifications where applicable, and where not specified, work shall conform to the highest standards of the applicable trade.

B. CONTRACTOR shall patch construction to match adjacent work unless noted otherwise.

C. Patching or restoration shall be carried to natural breaks (e.g., corners) wherever possible.

D. CONTRACTOR shall provide adequate support to substrate for patching finishes.

E. At locations in existing areas where partitions are removed, CONTRACTOR shall patch floors, walls, and ceiling with finish material to match adjacent surfaces.

F. Transitions:
1. Where new work abuts or finishes flush with existing work, CONTRACTOR shall make the transition as smooth as possible.
2. Patched work shall match adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of 3 feet.
3. CONTRACTOR shall restore existing work that is damaged during patching operations to a condition equal to its construction at the time of the start of the Work.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. Closeout procedures.
2. Final cleaning.
3. Adjusting.
4. Project record documents.
5. Warranties.

1.02 SUBSTANTIAL COMPLETION

A. When CONTRACTOR considers the entire work ready for its intended use, CONTRACTOR shall notify CITY and CONSULTANT in writing that the entire work is substantially complete and request CONSULTANT issue a certificate of Substantial Completion. CONTRACTOR shall at the same time submit to CITY and CONSULTANT an initial draft or punch list items to be completed or corrected before final payment.

B. After CONTRACTOR's notification, CITY, CONSULTANT and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If CONSULTANT does not consider the Work substantially complete, CONSULTANT will notify CONTRACTOR in writing giving reasons therefor.

C. If CONSULTANT considers the Work substantially complete, CONSULTANT will deliver CITY a preliminary certificate of substantial completion which will fix the date of Substantial Completion. CONSULTANT will attach to the certificate a punch list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the preliminary certificate during which to make written objection to CONSULTANT as to any provisions of the certificate or attached punch list. Within 14 days, CONSULTANT will notify CONTRACTOR that work is not substantially complete or execute and deliver to CITY and CONTRACTOR a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as CONSULTANT believes justified after consideration of any objections by CITY.

1.03 CLOSEOUT PROCEDURES

A. CONTRACTOR shall provide submittals to CONSULTANT that are required by governing or other authorities.

B. CONTRACTOR shall complete the following before requesting CONSULTANT's observation of the Work or designated portion thereof for substantial completion.
1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling CITY's unrestricted occupancy and use.
2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.

3. Submit consent of surety (if surety required in Contract).
4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.04 FINAL CLEANING

A. It is CONTRACTOR's responsibility to completely clean up the inside and outside of all buildings and the construction site at the completion of the Work.

B. CONTRACTOR shall clean areas of the building in which painting and finishing work is to be performed just prior to the start of this work and maintain these areas in satisfactory condition for painting and finishing. This cleaning includes:
1. Removal of trash and rubbish from these areas.
2. Broom cleaning of floors.
3. Removal of any plaster, mortar, dust, and other extraneous materials from finish surfaces, including but not limited to exposed structural steel, miscellaneous metal, masonry, concrete, mechanical equipment, piping, and electrical equipment.

C. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:
1. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
3. Replace filters of operating equipment.
4. Clean debris from roofs, gutters, downspouts, and drainage systems.
5. Clean site; sweep paved areas, rake clean landscaped surfaces.
6. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.05 ADJUSTING

A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.06 PROJECT RECORD DOCUMENTS

A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
1. Drawings.
2. Specifications.
3. Addenda.
4. Change orders and other modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by CITY.

C. CONTRACTOR shall store record documents separate from documents used for construction.

D. CONTRACTOR shall record information concurrent with construction progress.

E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by addenda and modifications.

F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract Drawings.

1.07 WARRANTIES

A. CONTRACTOR shall provide warranties beyond project one-year warranty as required by technical sections.

B. Submit warranty information as follows:
   1. Provide notarized copies.
   2. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
   3. Submit with request for certificate of Substantial Completion.
   4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty period.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 91 00

STARTING OF SYSTEMS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
1. General.
2. Equipment and system installation.
3. Starting equipment and systems.
4. Demonstration, instructions, and operator training.
5. Start-up and testing.
6. Equipment systems requiring certification of proper installation.

B. CONTRACTOR shall perform the Work described in the following subsections.

1.02 GENERAL

A. The number of days for manufacturer's services stated in the Specifications shall be considered as the minimum number of days. Should additional time be required for services because of equipment malfunction or other problem, such time shall be at the expense of CONTRACTOR, with no change in Contract Price.

B. "Days" specified shall consist of 8-hour days on-site, excluding travel time.

C. CONTRACTOR shall designate and provide one person to be responsible for scheduling, coordinating, and expediting the specified services. Scheduling the services shall be done in cooperation with, and with the prior approval of CONSULTANT and CITY. Such schedule shall be arranged with the appropriate subcontractors, manufacturers, and suppliers with sufficient time to allow their compliance with the service requirements.

D. CONTRACTOR shall manage equipment checkout such that checkout has been completed and deficiencies addressed prior to demonstration and training. Scheduling training prior to checkout may result in cancellation when checkout cannot be completed prior to training.

1.03 EQUIPMENT AND SYSTEM INSTALLATION

A. Competent and experienced technical personnel shall represent the manufacturers of all equipment and systems for as many days as may be necessary to provide proper installation and to resolve assembly or installation problems at the site that are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers for all equipment furnished, whether or not specifically set forth in the Specifications.

B. Where a manufacturer's certificate is called for in this Specification Section, the manufacturer's representative shall provide the attached certificate stating that the equipment or system has been installed in accordance with the manufacturer's instructions and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, that the proper electrical and mechanical connections have been made, and that

any other manufacturer requirements have been met. This certification shall be provided to CONSULTANT and CITY prior to the start-up. This certificate is in addition to the manufacturer's standard startup reports, checklists, and other pertinent information.

C. Functional (or run) testing is required for all equipment and systems. The manufacturer's representative shall supervise the functional test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. The Manufacturer's Certificate of Proper Installation shall state that proper adjustments have been made and that the equipment or system is ready for start-up.

D. Manufacturer shall demonstrate, using laser alignment equipment, if appropriate, that the installed equipment has been aligned properly. Final acceptance of equipment will not be granted until manufacturer has demonstrated to CONSULTANT that acceptable alignment to tolerances have been achieved. For pumps with motors 7.5 hp and larger, the acceptable shaft alignment tolerances shall be as recommended in the pump manufacturer's written instructions and shall include parallel offset and angular gap measurements.

1.04 STARTING EQUIPMENT AND SYSTEMS

A. Where field testing and start-up services are called for in the Specifications, or when technical assistance is necessary as a result of any malfunction of the equipment or system furnished, the manufacturer's representative shall provide such services.

B. Manufacturer's representative shall also conduct and/or assist with performance testing, as required by the Specifications. These services shall continue until such times as the applicable equipment or system has been successfully tested for performance and has been accepted by CITY for full-time operation.

C. Coordinate schedule for start-up of various equipment and systems. Coordination includes, but is not limited to, communication with subcontractors, suppliers, CITY, and CONSULTANT. CONTRACTOR shall confirm that all necessary work is complete and that the equipment and systems can be operated in conjunction with all associated processes.

D. Notify CONSULTANT and CITY a minimum of 7 days prior to start-up of each item using the attached Equipment Startup and O&M Training Scheduling form. CONTRACTOR shall submit form to CONSULTANT.

E. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions that may cause damage.

F. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

G. Verify wiring and support components for equipment are complete and tested.

H. Execute start-up under supervision of applicable manufacturer's representative and CONTRACTOR's personnel in accordance with manufacturers' instructions.

I. Require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation. Authorized representative shall provide approval for starting of systems in writing where specified.

J. Equipment manufacturer shall provide a written report covering checkout, testing, inspections, and start-up and shall identify any deficiencies noted. Report shall be submitted to CONSULTANT. CONTRACTOR shall be responsible for correcting all deficiencies noted in report. In addition, CONTRACTOR shall submit a fully executed Certificate of Proper Installation form if required in Paragraph 3.01 of this section.

1.05 DEMONSTRATION, INSTRUCTIONS, AND OPERATOR TRAINING

A. For all mechanical equipment and systems and where called for in the Specifications, provide a qualified technical representative to provide detailed instructions to CITY's personnel for operation and maintenance of equipment and associated instrumentation. Training services shall include pre-start-up classroom instruction and start-up on-site instruction, as stated in the Specifications.

B. Refer to the Specifications for additional training requirements.

C. CONTRACTOR shall coordinate the pre-start-up training periods with CITY's operating personnel and manufacturers' representatives.
   1. Schedule training dates and times with CITY, that are acceptable to the CITY, using equipment, startup, and O&M training form. Normal hours available for training are between 7:30 A.M. to 3 P.M., Monday through Friday, except for holidays.
   2. Submit outline and presentation to CONSULTANT at least 7 days in advance of training.
   3. Provide name, contact information, and brief synopsis of qualifications of the trainer.
   4. If materials above are not provided at least 7 days in advance, training may be canceled.
   5. Failure of supplier's or manufacturer's representative to appear for scheduled training, failure to notify CITY 24 hours in advance of need to cancel scheduled training or failure to arrive within 30 minutes of start of scheduled training shall result in reimbursement to CITY for time lost by CITY's personnel in waiting for arrival of manufacturer's representative. Except in case of failure to arrive on time, time will not exceed 1 hour for each employee scheduled to receive training. Failure to arrive on time will be reimbursed by actual time late, up to 1 hour, after 1 hour, training will be rescheduled. CONTRACTOR shall reimburse CITY via a change order.
   6. During the training, instructor will dedicate its time solely to training and not start-up services.
   7. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with CITY's personnel in detail to explain all aspects of operation and maintenance.
   8. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment.
   9. Prepare and insert additional data in operation and maintenance manuals when need for additional data becomes apparent during instruction.
   10. CITY may videotape the training for future internal use. Provide to CITY paper and electronic copies of any media used as part of training.
   11. Provide training handouts for each of CITY's personnel present.

D. CONTRACTOR shall provide attached Certificate of Operator Training cosigned by CITY and supplier's representative verifying training was accomplished to satisfaction of all parties.

E. Operation and maintenance manual submitted in accordance with Section 01 33 00–Submittals shall be provided prior to operator training.

F. For equipment or systems requiring seasonal operation, perform demonstration for dormant season at start of dormant season.

G. Final payment for various items of equipment will not be made by CITY until the equipment is operating to CITY's satisfaction.

H. Where items of equipment are placed into service at different times or sequence, manufacturer's services for start-up, field testing, and supervision shall be provided for each time or sequence. Training shall be provided prior to or at the time the first similar item of equipment is placed in service.

1.06 START-UP AND TESTING

A. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and testing of all materials furnished on the Project by CONTRACTOR shall have been conducted in the presence of representatives of CONTRACTOR, CITY, and CONSULTANT and also manufacturer if requested by CITY or CONSULTANT.

B. CONTRACTOR shall provide whatever temporary installations and conditions are necessary in order to perform start-up and testing operations on all equipment and materials furnished under the Contract. Temporary connections and equipment necessary during start-up and testing operations shall include, but not be limited to, temporary piping and electrical power and control equipment and devices, temporary connection from various parts of the systems and any other labor, materials, fuel, devices, or items that may be required for start-up and testing operations. Temporary conditions shall include filling with water, if necessary, to check equipment and materials.

C. All temporary installations and conditions shall be removed by CONTRACTOR upon completion of start-up and testing.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 EQUIPMENT SYSTEMS REQUIRING CERTIFICATION OF PROPER INSTALLATION

A. All equipment specified in Division 46.

END OF SECTION

TS No. _____

EQUIPMENT START-UP AND O&M TRAINING SCHEDULING FORM
STRAND ASSOCIATES, INC.®

PROJECT _____ CLIENT _____

CONTRACT _____

CONTRACTOR _____ Date: _____

The following equipment is scheduled for start-up on _____

EQUIPMENT NAME: _____ SPECIFICATION SECTION: _____

MANUFACTURER: _____ MINIMUM HOURS OF TRAINING: _____

DATE O&M MANUALS SUBMITTED: _____

Specification Section 01 91 00 requires that start-up and operation and training be conducted by a qualified manufacturer's representative prior to placing equipment in operation. Review Specification Sections 01 33 00 and 01 45 00 and the individual equipment sections for start-up and training requirements. CITY may find it necessary to propose alternate dates for training based on conflicts with other training and staff availability. The Operation and Maintenance Manuals must be submitted prior to training.

After the equipment or system has been properly installed and is functioning correctly, submit a written report in accordance with Specification Section 01 45 00.

Submit the completed form to CONSULTANT and CITY at least 7 days prior to start-up and training.

Proposed Training Date: _____ Time of Training: _____

Factory-trained representative giving training:

Name(s): _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

CERTIFICATE OF PROPER INSTALLATION

Project_____

Equipment_____

Specification Section_____

Contract_____

I hereby certify the equipment supplier/manufacturer has inspected this equipment and that it has been properly installed, adjusted, and calibrated. I further certify this equipment may now be operated for test purposes and/or normal use.

MANUFACTURER'S REPRESENTATIVE

Signature_____Date_____

Name (print)_____

Title_____

Representing_____

CONTRACTOR

Signature_____Date_____

Name (print)_____

Title_____

This form shall be completed and submitted to CONSULTANT prior to CITY training.

CERTIFICATE OF OPERATOR TRAINING

Project_____

Equipment_____

Specification Section_____

Contract_____

I hereby certify the equipment supplier/manufacturer has instructed CITY's personnel in the start-up operation and maintenance of this equipment as required in the Specifications.

MANUFACTURER'S REPRESENTATIVE

Signature_____Date_____

Name (print)_____

Title_____

Representing_____

CONTRACTOR

Signature_____Date_____

Name (print)_____

Title_____

CITY

I hereby state that my operating personnel received instruction for start-up, operation, and maintenance of this equipment.

Signature_____Date_____

Name (print)_____

Title_____

END SECTION

SECTION 02 41 00

DEMOLITION

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: All demolition, removal, and salvage work as shown on the drawings or specified herein.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS

A. CONTRACTOR shall submit permits and notices, if required, authorizing building demolition.

1.03 QUALITY ASSURANCE

A. CONTRACTOR shall perform demolition, removal, and salvage in conformity with applicable federal, state, and local safety practices and code requirements.

B. CONTRACTOR shall contact all public utilities and shall shut off, cut and cap all utility services in accordance with utility requirements, codes, rules and regulations.

C. Obtain and pay for all necessary permits, licenses and certificates required.

1.04 SEQUENCE

A. No demolition, removal, or salvage work shall commence until approval to proceed has been granted by CITY. Such work shall be completed in accordance with the construction sequence included in Division 01 of these specifications and in accordance with the construction phases of this project and work to be done by other contractors.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 BREAKING DOWN AND REMOVING STRUCTURES

A. General:
1. All existing structures, with all attached parts and connections, shown on the drawings or specified to be removed or that interfere with the new construction, shall be entirely removed within the limits shown or specified, unless otherwise provided.

2. When a portion of any existing structure is to be retained, CONTRACTOR shall take care during construction operations so as not to impair the value of the retained portion.
   a. Complete all operations necessary for the removal of any existing structure which might endanger the new construction prior to the construction of the new work.
   b. Do not use any equipment or devices which might damage structures, facilities, or property which are to be preserved and retained.
3. When existing reinforcing is exposed at the surface of removal areas, CONTRACTOR shall burn back the reinforcing bars 2 inches and patch with nonshrink grout, unless noted otherwise.

3.02 EQUIPMENT

A. CONTRACTOR shall remove all equipment specified herein or indicated.

B. CONTRACTOR shall remove associated exposed conduit, power wiring, controls, switches, instrumentation, control wiring, control boxes, appurtenances, and their supports serving equipment to be removed. Electrical items shall be removed to their junction with motor control center, control panel, or their junction with conduit serving other equipment that is to remain.

C. CONTRACTOR shall remove all piping and appurtenances and their supports serving equipment indicated to be removed. Piping shall be removed to its junction with the main service header serving other equipment that is to remain or new equipment as indicated. Remaining piping and tubing shall be fitted with an appropriate blind flange or plug and insulated as required.

D. CONTRACTOR shall remove equipment bases, anchor bolts, and other supports serving equipment to be removed. Concrete bases shall be removed to 1 inch below floor elevation and repaired with nonshrink grout plus surfacing to match existing.

E. CONTRACTOR shall patch floors, walls, and ceilings as required to match existing or as indicated where equipment, piping, electrical, bases, or supports are removed.

3.03 SALVAGE

A. CITY has first right of refusal to all material, piping, and equipment removed.

B. All equipment, material, and piping, except as specified hereinafter, within the buildings and structures to be demolished and additional items as noted shall be removed by CONTRACTOR. CONTRACTOR shall inspect each structure and determine the type and amount of equipment, materials, and piping to be removed.

C. All equipment, material, and piping, except as specified hereinafter, within the limits of the demolition and additional items noted to be removed, will become the property of CONTRACTOR if CITY does not claim under first right of refusal and shall be removed from the project site. Comply with State and local ordinances and regulations for disposing of materials.

END OF SECTION

SECTION 03 01 30

CONCRETE REPAIR

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Miscellaneous concrete repairs.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Repair Locations: Final Clarifier No. 3 base slab.

D. Allowances: CONTRACTOR shall INCLUDE in the Bid the following quantities of concrete repairs.
   1. Top of base slab surface repairs(±3 inches deep): 10 cubic feet.
   2. Full depth concrete base slab removal and replacement: 20 cubic yards.

E. Payment to CONTRACTOR for repairs will be adjusted, add or deduct, based upon the actual repairs performed (more or less than allowance quantities) and the unit price(s) bid for these repairs. Unit price(s) shall include all materials, labor, and incidental items associated with completing repairs as noted on drawings and in these specifications. Unit price for wall surface repairs shall include cost for scaffolding. Before any work included in this allowance begins, CONTRACTOR and CONSULTANT shall agree on the extent of work. All other concrete repair work noted on the drawings and in the specifications shall be included in the Lump Sum Bid and is not included in these allowances.

1.02 SUBMITTALS

A. Comply with Section 01 33 00–Submittals.

B. Product Data: Submit manufacturer's technical data sheets for each product.

C. Submit list of project references as documented in this specification under 1.03 Quality Assurance. Include contact name and phone number of person charged with oversight of each project.

1.03 QUALITY ASSURANCE

A. Qualifications:
   1. Manufacturer Qualifications: Company with minimum 15 years of experience in manufacturing of specified products and systems.
   2. Applicator Qualifications:
      a. Company with minimum of 5 years experience in application of specified products and systems on projects of similar size and scope, and is acceptable to product manufacturer.
      b. Successful completion of a minimum of five projects of similar size and complexity to specified Work.

1.04 PROJECT CONDITIONS

A. Environmental Requirements:
1. Application range of repair mortar is from 20°F (min 7°C) to 85°F (29°C). Follow ACI-recommended concreting practices for hot or cold weather.
2. Frost or frozen surfaces shall be thawed and dry.
3. Do not apply material if snow, rain, fog, or mist is anticipated within 12 hours after application. Allow surfaces to attain temperature and conditions specified before proceeding with application.

PART 2–PRODUCTS

2.01 MANUFACTURER

A. Repair materials shall be by Master Builders Solutions, or equal.

2.02 MATERIALS

A. Top Slab Surface Repairs: Repair mortar shall be one component, early strength gaining, cementitious patching material, MasterEmaco® T415 by Master Builders Solutions, or equal.

B. Full Depth Concrete Repairs: Concrete for full depth repairs shall be Class A or A-FA concrete per Section 03 30 00–Cast-In-Place Concrete.

C. Reinforcing Primer: Primer for reinforcing shall be a 2-component, polymer-modified, cementitious bonding agent, and anticorrosion coating, MasterEmaco® P 124 by Master Builders Solutions, or equal.

PART 3–EXECUTION

3.01 IDENTIFICATION

A. When various tanks and other structures are removed from service and are available for observation, CONTRACTOR and CONSULTANT shall observe conditions and identify areas to be repaired. Where practicable, approximate quantities of repair material shall be agreed upon prior to commencement of repairs. Where quantities may be affected by subsurface conditions not visible prior to repairs, quantities shall be determined and agreed upon as soon as practicable after removal of unsound concrete.

3.02 SURFACE PREPARATION

A. Protect adjacent Work areas and finish surfaces from damage during repair work.

B. Concrete:
1. Remove unsound or delaminated concrete, providing minimum of 1/4-inch (6 mm) substrate profile and 3/4-inch (19 mm) clearance behind corroded reinforcing steel.
2. After removal of concrete, but before placement, mechanically abrade concrete surface to remove bond-inhibiting materials and to provide additional mechanical bond. Do not use method of surface preparation that will fracture concrete. Verify absence of microcracking or bruising according to ICRI Guideline No. 310.2.

3. Sawcut straight edges along repair area perimeters minimum of 1 inch (25 mm) deep to eliminate feather edges. Do not cut reinforcement.
4. Report cracks that appear in interface area of patch or overlay to CONSULTANT, and repair.
5. Continue expansion and control joints through repair or as required, review with CONSULTANT.
6. Dampen base concrete interface to be repaired to saturated surface dry (SSD) conditions by wetting, fogging, or ponding with clean water for 24 hours.

C. Reinforcing Steel:
1. Expose full circumference of corroded steel in areas to be repaired.
2. Remove oxidation and scale from exposed reinforcing steel according to ICRI Technical Guideline No. 310.1R *Guide to Surface Preparation for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion*.
3. To prevent future steel corrosion, coat prepared reinforcing steel with reinforcing primer as specified.
4. Any existing reinforcement displaced by prior demolition operations shall be bent back into place.

3.03 INSTALLATION

A. Substrate shall be SSD with no standing water during application.

B. Mix components and apply concrete according to manufacturer's instructions.

C. Repair areas shall be water-cured for 7 days or use an approved curing compound compatible with coatings if area is to be overcoated.

END OF SECTION

SECTION 03 11 00

CONCRETE FORMWORK

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Forms for cast-in-place concrete.
   2. Form accessories.
   3. Openings for other work.
   4. Form stripping.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ACI 117–Tolerances for Concrete Construction.

B. ACI 301–Structural Concrete for Buildings.

C. ACI 318–Building Code Requirements for Reinforced Concrete.

D. ACI 347–Recommended Practice for Concrete Formwork.

E. PS1–Construction and Industrial Plywood.

1.03 DESIGN

A. All formwork shall comply with ACI 347 and ACI 301.

B. CONTRACTOR shall assume the responsibility for the complete design and construction of the formwork.

1.04 SUBMITTALS

A. Submit shop drawings in accordance with Section 01 33 00–Submittals for form ties, form coatings, form liners (if any), and any other form accessories.

B. Submit geometry of forms for circular structures.

PART 2–PRODUCTS

2.01 FORMS

A. Forms shall be of wood, plywood, steel, fiberboard lined, or other approved materials which will produce concrete which meets the specified requirements. The type, size, quality, and

shape of all materials of which the forms are made are subject to the review of CONSULTANT.

B. Caution shall be exercised in the use of wood or composition forms or form liner to be certain that no chemical reaction will take place which causes a damaging effect on the concrete surface.

2.02 FORM TIES–NONREMOVABLE

A. Internal wall ties shall contain positive stops at the required wall thickness. The exterior clamp portions of the tie shall be adjustable in length. Ties shall have cones on the water side of water-containing structures. Ties shall also have cones on the exterior side of all structures which have PVC water-stopped construction joints. Ties shall provide a positive disconnection on both ends 1 to 1 1/2 inches inside the finished face of the concrete.

B. All wall ties used in the placement of structures which have PVC or hydrophilic water-stopped construction joints shall contain integral waterstops. All such ties shall be crimped or deformed in such a manner that the bond between concrete and tie cannot be broken in removal of the outer units. This portion of the tie shall not be removed prior to 24 hours after completion of the concrete placement.

C. The use of wood spacers and wire ties will not be approved.

2.03 FORM COATINGS

A. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds.

2.04 CHAMFER STRIPS

A. Provide 3/4-inch by 3/4-inch wood or plastic chamfer strips at all exposed corners, except as noted.

PART 3–EXECUTION

3.01 CONSTRUCTION

A. Forms shall conform to the shape, line, grade, and dimensions as shown on the drawings. They shall be mortar-tight and sufficiently rigid to prevent displacement or sagging between supports and shall support the loads and pressures without deflection from the prescribed lines. They shall be properly braced or tied together so as to maintain position and shape. Spacing of ties shall be recommended by the tie manufacturer.

B. Formwork and finished concrete construction shall meet the tolerances specified in ACI 117.

C. Architectural surfaces and surfaces to be fitted with equipment shall be formed to match the shape intended. Where indicated on the drawings, the form shall be lined with minimum 3/8-inch masonite and shimmed as required.

D. When forms are placed for successive concrete placement, thoroughly clean concrete surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets.

E. Provide inserts and provide openings in concrete form work to accommodate work of other trades. Verify size and location of openings, recesses, and chases with the trade requiring such items. Securely support items to be built into forms.

F. Provide top forms for inclined surfaces where the slope is too steep to place and vibrate concrete.

G. The forms shall be oiled with a field-applied commercial form oil or a factory-applied nonabsorptive liner. Oil shall not stain or impede the wetting of surfaces to be cured with water or curing compounds. The forms shall be coated prior to placing reinforcing steel. Oil on reinforcement will not be permitted.

H. All form surfaces shall be thoroughly cleaned, patched, and repaired before reusing and are subject to review of CONSULTANT.

3.02 FORM REMOVAL

A. Supporting forms and shoring shall not be removed until the member has acquired sufficient strength to support its own weight and the construction live loads on it.

B. All form removal shall be accomplished in such a manner that will prevent injury to the concrete.

END OF SECTION

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1–GENERAL

1.01 SUMMARY

A. Work includes providing complete, in-place, all steel and fibers required for reinforcement of cast-in-place concrete as shown on the drawings.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. Applicable standards listed in this section include, but are not necessarily limited to the following:
1. ACI 315–Manual of Standard Practice for Detailing Reinforced Concrete Structures.
2. ACI 318–Building Code Requirements for Reinforced Concrete.
3. ASTM A1064–Standard Specifications for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
4. ASTM A615–Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
5. ASTM A996–Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcing.
6. ASTM C1116-Standard Specification for Fiber-Reinforced Concrete.
7. CRSI–Manual of Standard Practice.

1.03 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 00–Submittals.

B. Provide complete shop drawings of all material to be furnished and installed under this section:
1. Before fabrication of the reinforcement is begun, CONTRACTOR shall obtain the approval of CONSULTANT on reinforcing bar lists and placing drawings.
2. These drawings and lists shall show in detail the number, size, length, bending, and arrangement of the reinforcing. Reinforcing supports shall also be located on the shop drawings.
3. Shop drawings shall be in accordance with ACI 315.

1.04 PRODUCT HANDLING

A. Delivery:
1. Deliver reinforcement to the job site bundled, tagged, and marked.
2. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.

B. Storage: Store reinforcement at the job site on blocks and in a manner to prevent damage and accumulation of dirt and excessive rust.

PART 2–PRODUCTS

2.01 MATERIALS

A. Reinforcing bars shall comply with ASTM A615 or A996 Type R, Grade 60. Reinforcing bars required to be welded shall be ASTM A706 low alloy.

B. Steel wire and welded wire fabric shall comply with ASTM A1064. Fabric shall be provided in flat sheets. Rolled fabric shall not be used.

C. Reinforcement supports including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place shall be:
   1. Wire bar-type supports complying with CRSI recommendations, unless otherwise indicated.
   2. For slabs on grade, supports with sand plates, or horizontal runners where base material will not support chair legs.
   3. For exposed-to-view concrete surfaces or where the concrete surface will be exposed to weather or moisture, where legs of supports are in contact with forms, supports with either hot-dipped galvanized or plastic protected legs.
   4. When supports bear directly on the ground and it is not practical to use steel bar supports, precast concrete blocks may be used to support only the bottom lift of reinforcement. The precast blocks must be solid, be of an equal or higher strength than the concrete being placed, must provide adequate support to the reinforcement, and be of proper height to provide specified reinforcing cover. The use of face bricks, hollow concrete blocks, rocks, wood blocks, or other unapproved objects will not be permitted.

2.02 FABRICATION

A. General:
   1. Fabricate reinforcing bars to conform to required shapes and dimensions with fabrication tolerances which comply with CRSI Manual.
   2. In case of fabricating errors, do not rebend or straighten reinforcement in a manner that will injure or weaken the material.
   3. Unless otherwise shown on the drawings, all end hook dimensions shall conform with “ACI Standard Hooks.”

B. Reinforcement with any of the following defects shall be deemed unacceptable and will not be permitted in the work:
   1. Bar lengths, depths, and bends exceeding specified fabrication tolerances.
   2. Bend or kinks not indicated on drawings or final shop drawings.
   3. Bar with reduced cross section because of excessive rusting or other cause.

PART 3–EXECUTION

3.01 INSPECTION

A. Examine the substrate, formwork, and the conditions under which concrete reinforcement is to be placed.

B. Correct conditions detrimental to the proper and timely completion of the work.

C. Do not proceed until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. General:
1. Comply with the specified standards for details and methods of placing reinforcement and supports.
2. Clean reinforcement to remove loose rust, mill scale, earth, and other materials which reduce or destroy bond with concrete.

B. Placing Reinforcement:
1. All reinforcing shall be placed in accordance with Contract drawings and with shop drawings stamped and approved by CONSULTANT.
2. Position, support, and secure reinforcing against displacement by formwork, construction, or concrete placement operations.
3. Support reinforcing by metal chairs, runners, bolsters, spacers, and hangers as needed.
4. Unless otherwise shown on the drawings, the reinforcement is to be so detailed and placed as to allow the following concrete protection:
   a. Three inches of cover where the concrete is placed directly against ground.
   b. Two inches of cover where the concrete is placed in forms but is to be exposed to weather, liquid, or the ground.
   c. One-inch cover in slabs and walls not exposed to weather, liquid, or the ground.
   d. One and one-half-inch cover in beams, girders, and columns not exposed to weather, liquid, or the ground. This cover applies to beam stirrups and column ties where applicable.
5. Reinforcement shall be positioned within ±3/8 inch for members with depth to tension reinforcing from compression face less than or equal to 8 inches. Tolerance shall be ±1/2 inch for members with depth to tension reinforcing from compression face greater than 8 inches. Tolerance on dimension between adjacent bars in slab and wall reinforcing mats shall be 1 inch. Secure against displacement by anchoring at the supports and bar intersections with wire or clips.
6. Bars shall be securely tied at all intersections except where spacing is less than 1 foot in each direction when alternate intersections shall be tied. To avoid interference with embedded items, bar spacing may be varied slightly if acceptable to CONSULTANT. Tack welding of reinforcing will not be permitted.
7. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.
8. If reinforcing must be cut because of openings or embedded items in the concrete, additional reinforcing must be provided adjacent to the opening at least equal in cross sectional area to that reinforcing which was cut, and it shall extend a minimum of 36 bars diameters beyond the opening on each side or as shown on the drawings. At sumps or depressions in slabs, bars shall be bent and/or extended under sumps or depressions.
9. Wall reinforcing mats shall be secured in a vertical plane by providing clearance from forms with bar supports and by using Z-shaped bars at ±4 feet on center wired between two mats of steel, spacing and staying both of them. Nails shall not be driven into the forms to support reinforcement and neither shall wire for this purpose come in contact with the forms. Alternate top transverse bars in slab shall be supported by individual bar chairs at approximately 3-foot 0-inch centers. Bottom longitudinal bars shall be supported by continuous bar chairs at approximately 4-foot 0-inch centers.
10. If carrier bars are to be used, CONTRACTOR shall provide reinforcing bars for this purpose in addition to the reinforcing called for by the drawings and specifications.

C. Reinforcement Supports:
   1. Strength and number of supports shall be sufficient to carry reinforcement.
   2. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support.
   3. Do not use supports as bases for runways for concrete-conveying equipment and similar construction loads.

D. Splices:
   1. Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying.
   2. Lap splices in reinforcing shall be provided as shown on the drawings. Where lap splice lengths are not shown on the drawings, provide Class B, Category 1 lap splices in accordance with ACI 318.
   3. Adjacent splices of tangential bars in circular slabs and horizontal bars in circular walls shall be staggered a minimum of one full lap splice length or 3 feet, whichever is greater, unless otherwise shown. Stagger dimension shall be measured from center to center of lap splices.
   4. For circular walls, horizontal bar lap splices shall not coincide in vertical arrays more frequently than every third bar.
   5. Mechanical splices and threaded dowel bar inserts may be used where approved by CONSULTANT.

E. Embedded Items:
   1. Allow other trades to install embedded items as necessary.
   2. Particularly after bottom layer of reinforcing is placed in slabs, allow electrical contractors to install conduit scheduled for encasement in slabs prior to placing upper layer of reinforcing.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. All cast-in-place concrete as shown except as noted otherwise.
   2. Hydrophilic waterstops, bonding agents, patching mortars, curing compounds, nonshrink grout, grout topping, and other related items and accessories.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ACI 211.1–Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.

B. ACI 301–Specifications for Structural Concrete.

C. ACI 304R–Guide for Measuring, Mixing, Transporting, and Placing Concrete.

D. ACI 305R–Guide to Hot Weather Concreting.

E. ACI 306R–Guide to Cold Weather Concreting.

F. ACI 308–Specification for Curing Concrete.

G. ACI 309–Guide for Consolidation of Concrete.

H. ACI 318–Building Code Requirements for Structural Concrete and Commentary.

I. ASTM C31–Standard Practice for Making and Curing Concrete Test Specimens in the Field.

J. ASTM C33–Standard Specification for Concrete Aggregates.

K. ASTM C39–Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

L. ASTM C40–Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

M. ASTM C88-Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.

N. ASTM C94–Standard Specification for Ready-Mixed Concrete.

O. ASTM C143–Standard Test Method for Slump of Hydraulic-Cement Concrete.

P. ASTM C150–Standard Specification for Portland Cement.

Q. ASTM C156–Standard Test Method for Water Loss (from a Mortar Specimen) Through Liquid Membrane-Forming Curing Compounds for Concrete.

R. ASTM C172–Standard Practice for Sampling Freshly Mixed Concrete.

S. ASTM C231–Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

T. ASTM C260–Standard Specification for Air-Entraining Admixtures for Concrete.

U. ASTM C309–Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

V. ASTM C494–Standard Specification for Chemical Admixtures for Concrete.

W. ASTM C618–Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.

X. ASTM C652–Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).

Y. ASTM D994–Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).

Z. ASTM D1752–Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

A. Submit shop drawings in accordance with Section 01 33 00–Submittals.

B. Submit the following information:
1. Gradation of fine and coarse aggregate–ASTM C33.
2. Specific gravity and dry rodded density of each aggregate.
3. Test of deleterious substances in fine and coarse aggregate–ASTM C33.
4. Design mix of each individual concrete mix to be used.
5. Previous test results or trial batch results with 7- and 28-day compressive strengths for each concrete mix proposed.
6. Certified mill test results for cement identifying brand, type, and chemistry of cement to be used.
7. Brand, type, principal ingredient, and amount of each admixture to be used.

C. It is important that the above data be submitted to CONSULTANT well in advance of anticipated concreting operations to avoid any delay in construction.

PART 2–PRODUCTS

2.01 CEMENT

A. Cement shall be Portland cement conforming to ASTM C150. Cement used for structures exposed to wastewater, sludge, combined sewage, or sanitary sewage shall be Type II or Type I/II. All other cement shall be Type I or Type I/II. Type III cement shall be used only

when permitted by CONSULTANT. All cement shall be the product of one reputable manufacturer and mill.

B. Cement shall be stored in a dry, weathertight, properly ventilated structure with the floor raised not less than 1 foot above the ground.

2.02 FLY ASH

A. All fly ash used as an admixture in Portland cement concrete shall be Class C or F conforming to the requirements of ASTM C618.

2.03 AGGREGATE

A. All aggregates shall be washed and shall consist of natural sand, gravel, or crushed rock and shall have clean, hard, durable, uncoated grains of strong minerals. The amounts of deleterious substances present in the fine and coarse aggregate expressed in percentages by weight shall not exceed the following:

	Aggregate	
Deleterious Substance	Fine	Coarse
Clay Lumps and Friable Particles	3.0	3.0
Coal and Lignite	0.5	0.5
Mineral finer than No. 200 sieve	3.0	
Soft Fragments	3.0	3.0
Chert*	---	5.0
Sum of Chert and Clay Lumps		5.0

* Material classified as chert and having a bulk specific gravity of less than 2.45. The percentage of chert shall be determined on the basis of the weight of chert in the sample retained on a 3/8-inch sieve divided by the weight of the total sample.

B. The combined amount of all deleterious substances in an aggregate shall not exceed 5% of the weight of the aggregate.

C. If requested by CONSULTANT, sodium sulfate soundness tests (ASTM C88) shall be performed on the aggregate. When the aggregate is subjected to 5 cycles, the weight loss shall not exceed 12%. Samples of proposed aggregates shall be submitted to an independent laboratory for testing in advance of concrete work. All testing shall be performed in accordance with ASTM C33. Certified test results shall be submitted to CONSULTANT confirming that aggregate complies with all stated specifications. Report shall identify source of aggregate and absorbed water.

D. Fine aggregate shall be well-graded from coarse to fine and shall conform to the following requirements:

Percentage by Weight	
Passing 3/8-inch sieve	100
Passing No. 4 sieve	95-100
Passing No. 8 sieve	80-100
Passing No. 16 sieve	50-85
Passing No. 30 sieve	25-60

Percentage by Weight	
Passing No. 50 sieve	5-30
Passing No. 100 sieve	0-10

E. Gradation of fine aggregate shall be reasonably uniform and not subject to the extreme percentages of gradation specified above. The fineness modulus shall be not less than 2.3 or more than 3.1, nor shall the fineness modulus of any sample vary by more than +0.20 from the fineness modulus of the representative sample used in proportioning the concrete.

F. If requested by CONSULTANT, fine aggregate shall be subjected to the color-metric test for organic impurities (ASTM C40) and shall not produce a color darker than Figure 1, unless they pass the mortar strength test. Aggregate producing color darker than Figure 2 shall not be used in any event.

G. Coarse aggregate shall be well-graded from coarse to fine, and when tested by laboratory sieves having square openings, shall conform to the following requirements:

	Percentage by Weight Aggregate
	3/4-Inch Stone
Passing 2-inch sieve	---
Passing 1 1/2-inch sieve	---
Passing 1-inch sieve	100
Passing 3/4-inch sieve	90-100
Passing 3/8-inch sieve	20-55
Passing No. 4 sieve	0-10
Passing No. 8 sieve	0-5

H. Aggregates must be allowed to drain for at least 12 hours before being used. The ground upon which aggregates are stored must be hard, firm, well-drained, and free from all vegetable matter. Various sizes of aggregates must be stored separately, and if they have become contaminated or merged with each other, they shall not be used.

2.04 WATER

A. Water used in mixing concrete shall be clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious substances.

2.05 ADMIXTURES

A. Water Reducing Admixture shall be Master Pozzolith® 200 by Master Builders Solutions, Daracem 19 by Grace, or equal. Water reducing admixture shall conform to ASTM C494, Type A and Type F. Water reducing admixture shall not reduce durability, shall increase strength 10%, and shall not affect bleeding characteristics over reference mix.

B. Air-Entraining Admixture shall be equal to MasterAir® AE 90 by Master Builders Solutions, Darex by Grace Construction Products, or equal. Air-entraining admixture shall conform to ASTM C260.

C. No other admixture will be allowed without written approval of CONSULTANT. All admixture shall be compatible with cement, aggregate, and water used.

2.06 PROPORTIONING

A. The proportions of aggregate to cement shall be such as to produce a workable mixture that can be thoroughly compacted and that will work readily in the forms and around reinforcement without permitting materials to segregate or excess water to collect on the surfaces. The combined aggregates shall be such that when separated on the No. 4 sieve, the weight passing the sieve shall not be less than 30% nor greater than 50%.

B. Concrete of various classes shall have the following maximum water/cement or water/(cement + fly ash) ratio minimum compressive strengths at 28 days and minimum cement and fly ash contents:

Class	Maximum Water/ Cement or Water/ (Cement+Fly Ash)	Minimum 28 Day Strength-Pounds per Square Inch	Cement Content-Pounds per Cubic Yard	Fly Ash-Pounds per Cubic Yard	
				Type C	Type F
A	0.45	4,000	564	---	---
A-FA	0.45	4,000	480	110	125

C. Grout topping for clarifier bottoms shall contain pea gravel, crushed stone, or other suitable coarse aggregate graded from 1/8 inch to 3/8 inch in addition to well-graded sand. Use six bags of Portland cement and 100 pounds of Class C fly ash per cubic yard. Not more than 35 gallons of mixing water per cubic yard, including free water in aggregate, shall be used. Minimum 28-day design strength shall be 4,000 psi.

D. All concrete mixes shall be designed for a strength of 15% above that specified to allow for job variations. All mixes shall be designed in accordance with ACI 211.1 by a competent concrete engineer or competent laboratory technician. Required materials test data shall be submitted with design mixes for review and approval by CONSULTANT. Mix computations shall be submitted if requested by CONSULTANT.

E. The slump for all concrete shall be 3 inches and concrete with a slump within the range of 2 to 3 1/2 inches will be acceptable unless otherwise stated.

F. A water-reducing admixture shall be used in all concrete. A qualified representative of the manufacturer shall be available to assist in proportioning the concrete, advise on the proper addition of the admixture to the concrete, and advise on adjustments of concrete proportions to suit job conditions.

G. An air-entraining admixture shall be used in all concrete except as noted. Air content shall be tested by the pressure method as outlined in ASTM C231 and shall be between 4% to 7% by volume. An air-entraining admixture is not required for concrete patching and for concrete floors, equipment pads, and supports in interior heated buildings where the concrete will be protected from freezing during and after construction.

H. CONTRACTOR shall submit to CONSULTANT concrete cylinder compressive strength results from previous projects for the same concrete mixes proposed on the current project. If this information is not available, one cubic yard trial batches of each individual mix proposed for use shall be made prior to use in the work. Four test cylinders shall be made for each trial batch, two to be tested at 7 days and two at 28 days. The trial batches shall be made preceding actual placement operations so that the results of the 7-day tests can be

obtained. All costs for material, equipment, and labor incurred during design of concrete mixes shall be borne by CONTRACTOR.

I. All aggregates shall be measured by weight. The concrete mixer is to be equipped with an automatic water-measuring device that can be adjusted to deliver the desired amount of water.

2.07 WATERSTOPS

A. Hydrophilic waterstop shall be a flexible hydrophilic natural rubber strip composed of nonvulcanized rubber and urethane polymer hydrophilic agent creating a moisture-activated, self-healing waterproofing compound.

B. Hydrophilic waterstop shall be Adeka Ultraseal, or equal, products as follows:
   1. Construction Joints:
      a. Wall/slab thickness greater than 9 inches with double mat of reinforcing: MC-2010MN (3/4 inch by 3/8 inch) with embedded stainless steel wire mesh for expansion control. The waterstop shall develop a minimum of 400 psi expansion pressure and withstand a minimum 150-foot hydrostatic head. Expansion amount shall not exceed 120%.
      b. Wall/slab thickness between 4 inches and 9 inches with 1-inch minimum cover and single or double mat of reinforcing: KBA-1510FP (9/16 inch by 3/8 inch). Expansion amount shall not exceed 30%.
   2. Pipe Penetrations:
      a. Wall/slab thickness between 4 inches and 9 inches and pipe diameter greater than 4 inches and less than or equal to 24 inches: KBA-1510FP (9/16 inch by 3/8 inch).
      b. Wall/slab thickness greater than 9 inches and pipe diameter greater than 4 inches and less than or equal to 24 inches: MC-2005T (3/4 inches by 3/16 inches).
      c. Wall/slab thickness greater than 9 inches and pipe diameter greater than 24 inches: MC-2010MN (3/4 inch by 3/8 inch) with embedded stainless steel wire mesh for expansion control.

2.08 BONDING AGENT

A. Acceptable manufacturers include MasterEmaco® P 124 by Master Builders Solutions, or equal.

2.09 PATCHING ADDITIVE

A. Acceptable manufacturers include MasterEmaco® A 660 by Master Builders Solutions, Sonocrete by Sonneborn Contech Co., or equal.

2.10 NONSHRINK GROUT

A. Acceptable manufacturers include Dayton Superior, Master Builders Solutions, or equal. Grout shall be nonshrink, nonmetallic and shall achieve a strength of 7,500 psi in 28 days.

PART 3–EXECUTION

3.01 MIXING

A. Ready-mixed concrete shall be batched, mixed, and delivered in accordance with ASTM C94 and ACI 304R. In general, concrete shall be mixed 50 revolutions at plant, 20 upon arrival at site, and 20 each time water is added; maximum of 110 revolutions at mixing speed. Concrete shall be delivered and discharged within 1 1/2 hours or before the drum has revolved 300 times after introduction of water to the cement and aggregates or the cement to the aggregates. Truck mixers shall be equipped with drum revolution counters. In no event shall concrete which has taken its initial set be allowed to be used. Retempering of concrete is not permitted.

B. A representative of CONSULTANT may be at the batching plant periodically to observe the batching and mixing.

C. No water shall be added on the job unless required by CONTRACTOR and with the knowledge of CONSULTANT; the amount of water, if added, shall be recorded on all copies of the delivery tickets. If water is added, CONTRACTOR shall verify that the required water-cement ratio is not exceeded.

D. Concrete shall have a temperature not less than 60°F nor more than 80°F as delivered to the jobsite.

E. With each load of concrete, CONTRACTOR shall obtain delivery tickets and shall make these tickets available for review by CONSULTANT. Delivery tickets shall provide the following information:
   1. Date.
   2. Name of ready-mix concrete plant, job location, and CONTRACTOR.
   3. Type of cement and admixtures, if any.
   4. Specified cement content in sacks per cubic yard of concrete and approved concrete mix number or designation.
   5. Amount of concrete in load, in cubic yards.
   6. Water-cement ratio.
   7. Water added at job, if any.
   8. Truck number and time dispatched.
   9. Number of mixing drum revolutions.

F. For job-mixed concrete, all concrete materials shall be mixed in a machine batch mixer for at least 1 1/2 minutes after all ingredients are in the mixer and shall continue until there is a uniform distribution of the materials and the mass is uniform in color and homogeneous. The mixer shall not be loaded beyond the capacity given by the manufacturer and shall be rotated at the speed recommended by the manufacturer. The mixer is to be provided with positive timing device that will positively prevent discharging the mixture until the specified mixing time has elapsed.

3.02 WATERSTOPS

A. Hydrophilic waterstop shall be provided at all construction joints in liquid holding tanks and channels that are not adjacent to areas occupied by personnel and at joints between new and existing concrete. Waterstop shall be placed as shown on drawing details, if any, and in accordance with the manufacturer’s recommendations.

3.03 BONDING TO EXISTING CONCRETE

A. When placing new concrete adjacent to existing concrete, the existing concrete shall be thoroughly roughened, cleaned, and saturated with water 24 hours before pouring new concrete. Existing concrete is defined as concrete more than six months old. At time of new pour, remove any standing water and apply bonding agent. Bonding agent shall be applied in accordance with manufacturer's recommendations.

3.04 PATCHING EXISTING CONCRETE

A. When patching existing concrete, remove poor concrete until firm hard concrete is exposed; roughen and clean surface of the existing concrete, clean any exposed reinforcing bars, and pour new concrete. Concrete finish shall match existing concrete. New concrete shall be 4,000 psi 28-day strength mixed with patching additive, mixed according to manufacturer's instructions. Concrete shall not be air-entrained.

3.05 EMBEDDED ITEMS IN CONCRETE

A. All sleeves, inserts, anchors, and embedded items required for adjoining work or for its support shall be placed prior to concreting.

B. All contractors whose work is related to the concrete or must be supported by it shall be given ample notice and opportunity to introduce and/or furnish embedded items before the concrete is placed.

C. Embedded items shall be positioned accurately and supported against displacement. Reinforcing bars shall clear embedded items a minimum of 2 inches.

3.06 PLACING CONCRETE

A. Before placing concrete, all equipment, forms, ground, reinforcements, and other surfaces with which the concrete will come in contact are to be thoroughly cleaned of all debris, ice, and water. Ground shall be wetted prior to placement of concrete on it.

B. After reinforcement is placed and before concrete is placed over it, CONSULTANT shall be allowed sufficient time to observe the reinforcing.

C. Unless otherwise authorized by CONSULTANT, all concrete shall be placed in the presence of CONSULTANT.

D. Concrete shall be conveyed from the mixer to the place of final deposit as rapidly as practicable by methods that will prevent the segregation or loss of materials. Chuting for conveying purposes must be accomplished in such a manner as to prevent segregation or loss of materials. Receiving hoppers shall be installed at the chute discharge and at no point in its travel from the mixer to place of final deposit shall the concrete pass through a free vertical drop of more than 3 feet. Elephant trunks or tremies shall be used in all wall pours to prevent coating of forms and reinforcing bars.

E. Care shall be taken to avoid an excess of water on the concrete surface. Excess water shall be drained or otherwise removed from the surface. Dry cement or a mixture of cement and sand shall not be sprinkled directly on the surface to absorb water.

F. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation from rehandling or flowing. The maximum allowable lateral movement of the concrete after

being deposited is 3 feet. Once concreting is started, it shall be carried on as a continuous operation until the placing of the section or panel is completed.

G. All concrete shall be placed with the aid of mechanical vibrating equipment in accordance with ACI 309. In congested areas, vibration shall be supplemented by hand spading adjacent to the forms. Vibration should secure the desired results within 5 to 15 seconds at intervals of 18 inches apart maximum. The vibrator shall penetrate the preceding layer of concrete. Vibrators shall have a frequency of not less than 10,000 impulses per minute when in operation submerged in concrete.

H. A sufficient number of spare vibrators shall be kept in ready reserve to provide adequate vibration in case of breakdown of those in use.

I. Concrete is not to be placed under water. A suitable means shall be provided for lowering the water level below surfaces upon which concrete is to be placed. This may require excavating approximately 12 inches below the bottom of the concrete surface and refilling with gravel and compacting. The groundwater shall not be allowed to rise to the bottom of the concrete until 24 hours after the concrete pour has been completed. Water shall not be allowed to fall upon or run across the concrete during this period.

J. No extra payment will be allowed for dewatering, undercutting, and gravel fill.

3.07 MOIST CURING

A. All concrete shall be maintained in a moist condition for at least 7 days after being deposited except that for high-early strength concrete, a 3-day period will be sufficient. Moist curing shall be accomplished by one of the following methods:
   1. Wood forms left in place and kept wet at all times. If wood forms are not going to be kept wet or if metal forms are used, they shall be removed as soon as practicable and other methods of moist curing shall be started without delay.
   2. Use of a curing compound conforming to ASTM C309, Type I as approved by CONSULTANT. Curing compound shall be applied at a uniform rate as indicated by the manufacturer sufficient to comply with the requirements of the test water retention of ASTM C156. Curing compound applied to vertical concrete surfaces after forms are removed shall be specially adapted to provide required coverage on the vertical surface. On nonformed surfaces, the curing compound shall be applied immediately after the disappearance of the water sheen after finishing of the concrete. Curing compound shall not be used on concrete surfaces that are to be painted, receive ceramic tile or resilient flooring, or be waterproofed. Care shall be taken not to get curing compound on construction joints, reinforcing steel, and other surfaces against which new concrete will be poured.
   3. Use of plastic film. Plastic film shall have a minimum thickness of 4 mils. It shall be placed over the wet surface of the fresh concrete as soon as possible without marring the surface and shall be weighted so that it remains in contact with all exposed surfaces of the concrete. All joints and edges shall be lapped and weighted. Any tears in the film shall be immediately repaired.
   4. Application of wet coverings weighing 9 ounces per square yard such as burlap, cotton mats, or other moisture-retaining fabrics. The covering system shall include two layers and shall be kept continuously moist so that a film of water remains on the concrete surface throughout the curing period.
   5. Use of an approved waterproof curing paper. Edges of adjacent sheets shall be overlapped several inches and tightly sealed.
   6. Ponding of water or continuous sprinkling of water is permitted. Sprinkling at intervals will not be permitted.

7. Construction joints shall be moist cured by one of the methods listed above except by Method “2.”

B. The use of moist earth, sand, hay, or another method that may discolor hardened concrete will not be permitted.

3.08 HOT WEATHER CONCRETING

A. When the atmospheric temperature exceeds 80°F during concrete placement, this section and ACI 305 shall apply in addition to all other sections of the specifications.

B. The temperature of the delivered concrete shall not exceed 85°F.

C. Care shall be exercised to keep mixing time and elapsed time between mixing and placement at a minimum. Ready-mix trucks shall be dispatched so as to avoid delay in concrete placement, and the work shall be organized to use the concrete promptly after arrival at the jobsite.

D. The subgrade, forms, and reinforcing shall be sprinkled with cool water just prior to placement of concrete. Prior to placing concrete, there shall be no standing water or puddles on the subgrade.

E. If approved by CONSULTANT, an admixture for retarding the setting of the concrete may be used.

F. Exposed concrete surfaces shall be carefully protected from drying. Continuous water curing is preferred. Curing compounds shall be white pigmented.

3.09 COLD WEATHER CONCRETING

A. Conditions of this section shall apply, in addition to all other sections of the specifications, when placing concrete in cold weather. Cold weather is defined as a period when, for more than three successive days, the average daily temperature drops below 40°F. When temperatures above 50°F occur during more than half of any 24-hour period, the period will no longer be regarded as cold weather. The average daily temperature is the average of the highest and lowest temperature during the period from midnight to midnight. Cold weather concreting shall conform to all requirements of ACI 306.1, except as modified by the requirements of these specifications.

B. Detailed procedures for the production, placement, protection, curing, and temperature monitoring of concrete during cold weather shall be submitted to CONSULTANT. Cold weather concreting shall not begin until these procedures have been reviewed for conformance with ACI 306.1.

C. All concrete materials, forms, ground, mixing equipment, and other surfaces with which the concrete is to come in contact shall be free from frost, and the temperature of contact surfaces shall be 35°F or above. Ground upon which concrete is to be placed shall not be frozen at any depth.

D. The mixing water and aggregates shall be heated and when entering the mixer shall have temperatures not exceeding 175°F and 80°F, respectively. Concrete temperature as mixed shall not exceed 80°F and shall typically be between 55°F and 70°F. Concrete, when placed in the forms, shall have a temperature of not less than 50°F.

E. Freshly placed concrete shall be protected by adequate covering, insulating, or housing and heating. If heating is used, ambient temperature inside the housing shall be maintained at a minimum of 70°F for 3 days or 50°F for 5 days. The maximum ambient temperature during curing shall not exceed 80°F. If insulating methods are used, recommendations contained in ACI 306R shall be followed. Surface temperature shall be maintained at 50°F for 7 days. After the curing period, the temperature of the concrete shall be reduced uniformly at a rate not to exceed 40°F per 24 hours until outside air temperature is reached. Heating of enclosure shall continue if it is anticipated that the outside air temperature will drop more than 20°F in the next 24 hours. The concrete temperature shall be obtained by attaching a thermometer provided by CONTRACTOR to the concrete surface. Concrete shall be kept moist.

F. If heating is used, the housing shall be constructed weathertight and shall be constructed in a manner that will provide uniform air circulation and air temperatures over the complete concrete area that is being cured. Special attention shall be given to the edges and ends of a concrete pour with the housing extending at least 5 feet beyond any concrete surface being protected. The housing shall be in place and heat applied within 2 hours after concrete placement.

G. Heating may be by steam or hot air. Heaters shall be vented to outside of the housing. Open burning salamanders will not be permitted. Heating devices shall not be placed so close to the concrete as to cause rapid drying or discoloration from smoke.

H. If heating is used, CONTRACTOR shall provide sufficient 24-hour inspection of the heaters to provide compliance with the above-specified temperature requirements during the curing period. CONTRACTOR shall provide maximum-minimum thermometers for CONSULTANT's use.

I. The use of calcium chloride, salts, or other chemical admixtures for the prevention of freezing is prohibited.

J. Salts or other deleterious materials shall not be used on temporary or permanent structures above concrete surfaces that are being placed, finished, or cured.

3.10 FINISHING

A. Flat Work:
   1. Floated Finish: Place, consolidate, strike off, and level concrete eliminating high spots and low spots. Do not work concrete further until it is ready for floating. Begin floating with a hand float, a bladed power float equipped with float shoes, or a powered disk float when the bleed water sheen has disappeared and the surface has stiffened sufficiently to permit the operation. Immediately refloat the slab to a uniform texture.
   2. Light Troweled Finish: Float concrete surface, then power trowel the surface. Hand trowel the surface smooth and free of trowel marks.
   3. Hard Troweled Finish: Float concrete surface, then power trowel the surface. Hand trowel the surface smooth and free of trowel marks. Continue hand troweling until a ringing sound is produced as the floor is troweled.
   4. Tolerance for concrete floors shall be 1/4 inch within 10 feet in any direction. Straight edge shall be furnished by CONTRACTOR.
   5. Broom or Belt Finish: Immediately after concrete has received a floated finish, give the concrete surface a coarse transverse scored texture by drawing a broom or burlap belt across the surface.
   6. The above finishes shall be used in the following locations:
      a. Float Finish: Surface to receive roofing, waterproofing, or sand bed terrazzo.
      b. Light Troweled Finish: Submerged tank slabs.

c. Hard Troweled Finish: Building floors.
d. Broom or Belt Finish: Exterior slabs, sidewalks, tops of walls, and tank slabs to receive grout topping.

B. Formed Surfaces:
1. Within 2 days after removing forms and prior to application of a curing compound, all concrete surfaces shall be observed and any poor joints, voids, stone pockets, or other defective areas shall be patched at once before the concrete is thoroughly dry. Defective areas shall be chipped away to remove all loose and partially bonded aggregate. The area shall be thoroughly wetted and filled with as dry as practical mortar mix placed to slightly overfill the recess. Mortar shall include a bonding agent. After partial set has taken place, the excess mortar shall be removed flush with the surface on the concrete using a wood float. All patching shall be cured, protected, and covered as specified for concrete. All cracks, leaks, or moist spots that appear shall be repaired. No extra compensation will be allowed CONTRACTOR for such work.
2. The exterior or removal portion of nonremovable ties shall be removed with the use of a special tool designed for this purpose. Cutting or chipping of concrete to permit removal of exterior portion will not be permitted.
3. For nonremovable ties, tie rod holes left by the removal of the exterior portion of the tie and cone shall be thoroughly wetted and filled by ramming with as dry as practical mortar mix in such a manner such that it completely fills the hole. Mortar shall include a bonding agent. All patching shall be cured, protected, and covered as specified for concrete. The holes are to be filled immediately after removal of the exterior portion of the tie.
4. Holes left by removable ties shall be filled by installing a neoprene plug near the center of the wall. The balance of the hole shall be filled with mortar as specified above to within 1 inch of the face of the wall. The remainder of the hole shall be filled with a waterproofing compound.
5. All finished or formed surfaces shall conform accurately to the shape, alignment, grades, and sections as shown or prescribed by CONSULTANT. All surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness. All sharp angles, where required, shall be rounded or beveled. Any formed surface to be painted shall be free of any material that will be detrimental to the paint. The surface of the concrete shall be given one of the following finishes immediately after form stripping:
a. Finish A shall be referred to as a sack finish. Surfaces shall be free of contaminants prior to sacking. After wetting the surface, a grout shall be rubbed in using a rubber float or burlap. After the grout hardens sufficiently, it shall be scraped from the surface with the edge of a steel trowel without disturbing the grout in the air holes. After further drying, the surface shall be rubbed with burlap to remove all surface grout. The entire surface shall be finished to secure a continuous, hard, dust-free uniform texture surface free from pinholes and other minor imperfections. Finish A will be required for all unpainted surfaces (See Section 09 91 00 for painted surfaces), interior surfaces of equipment rooms, operation areas, and permanently exposed vertical surfaces. Where steel-faced forms are used to form walls, the portion of wall to receive the sack finish shall first be roughened by brush blasting or other acceptable method to achieve a texture similar to 40 to 60 grit sandpaper.
b. Finish B shall be the same as Finish A, except that the final burlap rubbing may be omitted, providing the steel trowel scraping removes the loose buildup from the surface. Finish B shall be provided for waterproof- and moistureproof-coated surfaces.
c. Finish C shall be referred to as a finish that has surface imperfections less than 3/8 inch in any dimension. Surface imperfections greater than 3/8 inch shall be repaired or removed and the affected areas neatly patched. Finish C or smoother shall be provided for interior surfaces of wet wells, tanks, and channels from 1 foot

below minimum water surfaces and down and otherwise unfinished interior surfaces.

d. Finish D shall be the finish for surfaces that may be left as they come from the forms, except that tie holes shall be plugged and defects greater than 1/2 inch in any dimension shall be repaired. Finish D shall be provided for surfaces to be buried or covered by other construction such as masonry veneer.

C. All precautions shall be taken to protect the concrete from stains or abrasions, and any such damage shall be removed or repaired under this Contract.

3.11 LOADING OF CONCRETE STRUCTURES

A. No concrete structure or portion thereof shall be loaded with its design load until the concrete has obtained its specified 28-day compressive strength. This shall include but not be limited to vertical live load, equipment loading, water loading, groundwater loading, and backfill load. Concrete strength at time of loading shall be determined by testing field-cured concrete cylinders.

B. Extreme care shall be taken so that construction loads do not exceed design loading of the structure.

3.12 NONSHRINK GROUT

A. Nonshrink, nonmetallic grout shall be used for filling recesses and pockets left for equipment installation and for setting of base plates. The material used shall be approved by CONSULTANT. Store, mix, and place the nonshrinking compound as recommended by the manufacturer. The minimum compressive strength shall be 5,000 psi at age 7 days and 7,500 psi at age 28 days.

3.13 TESTING AND SAMPLING

A. The following tests of fresh concrete shall be performed by CONTRACTOR. CONTRACTOR shall prepare, protect, transport, and have tested all cylinders at its expense.
   1. Sampling of concrete for slump tests, air tests, temperature tests, and for making concrete test cylinders shall be performed in accordance with ASTM C172.
   2. Cylinders:
      a. Three test cylinders shall be made for each pour less than 25 cubic yards, four test cylinders shall be made for each pour between 25 and 100 cubic yards, and eight test cylinders shall be made for each pour in excess of 100 cubic yards. Each concrete mix shall be represented by at least four cylinders for the entire job. Concrete for cylinders shall be collected near the middle of the load and/or as requested by CONSULTANT.
      b. Cylinders shall be made and tested in accordance with ASTM C31 and ASTM C39, respectively. The cylinders must be kept moist and at temperatures between 60°F and 80°F and shall remain undisturbed and stored in a location free from vibration. In hot weather, the cylinders shall be covered with wet burlap and stored in a shaded area. It is CONTRACTOR's responsibility to provide a suitable protected location for storing cylinders on the jobsite.
      c. After 24 hours, the cylinders shall be transferred to an independent testing laboratory acceptable to CITY. The cylinders shall be packed in sawdust or other cushioning material for transit to avoid any bumping or jarring of the cylinders.
      d. Cylinders shall be broken at 7 and 28 days or as requested by CONSULTANT. Test results shall be transmitted immediately and directly to CONSULTANT and CITY. Test data shall include date and location of pour and concrete mix used.

3. Slump Test: CONTRACTOR shall make one slump test near the beginning of all pours with two tests being made for all pours in excess of 25 yards or as requested by CONSULTANT. Slump tests shall conform to ASTM C143.
4. Air Test:
   a. When air-entrained concrete is used, the air content shall be checked by CONTRACTOR near the beginning of all pours with at least two checks being made for all pours in excess of 25 cubic yards, or as requested by CONSULTANT.
   b. The air contents shall be checked using the pressure method in accordance with ASTM C231. The pocket-sized alcohol air indicator shall not be used unless it is first used in conjunction with the pressure method test.

B. All costs of additional testing and sampling of fresh or hardened concrete needed because of suspected or actual violation of the specifications shall be borne by CONTRACTOR.

3.14 RECORDS

A. A record is to be kept of all concrete work. The record shall include the date, location of pour, concrete mix, slump, air content, test cylinder identification, concrete temperature, and ambient air temperature. In addition, for cold weather concreting the record shall include the daily maximum-minimum thermometer readings of all thermometers during the entire curing period for all concrete pours. The Project Representative will keep this record, and CONTRACTOR shall assist in obtaining needed information.

3.15 GROUT TOPPING AND FILL

A. The clarifier bottoms shall receive a 2-inch concrete topping as specified below. The topping coat shall be struck off by placing a screen on clarifier mechanism arms and rotating the mechanism. After striking off, a light steel troweled finish shall be applied. CONTRACTOR shall run the clarifier mechanism.

B. Before the grout topping is applied, the base slab shall be thoroughly cleaned. The base slab shall be wetted and kept saturated prior to placing the topping. A thin coat of cement grout shall be broomed into the base slab for a short distance ahead of the topping. The topping shall be applied before the grout is hardened.

C. All structural repairs to clarifier mechanism as specified in Section 46 43 22–Final Clarifier Equipment Inspection and Repair, base slab repairs, and pressure relief valve replacements shall be completed prior to placement of grout topping and use of clarifier mechanism to strike off concrete.

3.16 CONCRETE REMOVAL AND PATCHING

A. All areas disturbed as a result of concrete removal or repair shall be patched as specified in Bonding to Existing Concrete.

END OF SECTION

SECTION 03 64 00

CRACK REPAIRS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Injecting cracks in existing concrete walls that are identified during construction with polyurethane chemical grout.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Allowance: CONTRACTOR shall include a total of 100 linear feet of polyurethane chemical grout injection of actively leaking cracks in existing concrete structures identified during construction. The unit price for the work shall include all materials, labor, and incidental items such as scaffolding associated with completing crack injections as noted in these specifications. Payment to CONTRACTOR for crack injection will be adjusted, add or deduct, based upon the actual crack injection performed (more or less than 100 linear feet) and the Supplemental Unit Price. Before any work included in this allowance begins at a given structure, CONTRACTOR and CONSULTANT shall agree on the extent of work.

1.02 REFERENCES

A. ASTM 1056–Flexible Cellular Materials–Type 2, Class B, Grade 2.

B. AASHTO T-42-49 Modified.

1.03 SUBMITTALS

A. Submittals shall be in accordance with provisions of Section 01 33 00–Submittals.

B. Submit letter from manufacturers that applicators are an approved or certified applicator of their product.

C. Submit details of installation of materials for the various joints.

D. Submit copies of system warranties.

1.04 QUALIFICATIONS OF APPLICATOR

A. Chemical grout applicator shall be approved by the corresponding manufacturers.

1.05 ENVIRONMENTAL CONDITIONS

A. Chemical grout shall be used within the temperature constraints given by the manufacturer.

1.06 WARRANTY

A. Provide installer's two-year total system warranty of water-tightness covering cost to repair any leaks in repaired cracks. Warranty period shall extend to two years from substantial completion of work included in this section.

PART 2–PRODUCTS

2.01 CHEMICAL GROUT

A. Chemical grout shall be a high-solid, hydrophobic, polyurethane material which is injected in a liquid form.

B. Acceptable products include the following, or equal:
   1. Mountain Grout, manufactured by Green Mountain International, Inc.
   2. Hydro Active Grout, manufactured by DeNeef Construction Chemicals.

C. The material shall provide the following performance characteristics when installed in conformance with the manufacturer's written instructions:
   1. Elongation: 25% parallel minimum, ASTM D1623.
   2. Tensile Strength (Adhesion): 15 psi minimum, ASTM D1623.
   3. Modulus of Elasticity: 18 psi minimum, ASTM C123.
   4. Shrinkage: 0%, ASTM D2126.
   5. Water Absorption: 0.09 pounds per square foot, ASTM D2842.

D. All material shall be supplied by one manufacturer.

E. Grout shall be activated by an accelerator and be able to expand up to 20 times its volume in a free rise. Material must be permanently flexible.

PART 3–EXECUTION

3.01 EXAMINATION

A. As tanks are removed from service, CONTRACTOR, CONSULTANT, and crack repair contractor shall observe the condition of walls and identify areas requiring repair. Total linear feet of repairs shall be agreed upon (on a tank-by-tank basis) prior to commencement of repairs.

B. Applicator shall inspect cracks to be repaired for size, preparation, and concrete patching required.

3.02 CHEMICAL GROUT INSTALLATION

A. Injection packers shall be used at spacings required to completely fill joint or crack with chemical grout.

B. Crack shall be flushed out with water to remove debris and contaminants as recommended by manufacturer.

C. Crack shall be repaired as recommended by chemical grout manufacturer.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Shop-fabricated carbon steel.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ASTM A36–Carbon Structural Steel.

B. ASTM A992–Structural Steel Shapes.

C. ASTM A1008–Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.

D. ASTM A1011–Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.

E. AWS A2.0–Standard Symbols for Welding, Brazing, and Nondestructive Examination.

F. AWS D1.1–Structural Welding Code–Steel.

G. ASTM F593–Standard Specifications for Stainless Steel Bolts, Hex Cap Screws, and Studs.

H. ASTM F594–Standard Specification for Stainless Steel Nuts.

1.03 DESIGN REQUIREMENTS

A. All fabrications shall meet applicable code requirements including OSHA.

1.04 SUBMITTALS FOR REVIEW

A. Comply with pertinent provisions of Section 01 33 00–Submittals.

B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, sections, elevations, and details where applicable.

C. Mill Test Reports: Submit indicating structural strength and composition.

D. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.

1.05 QUALITY ASSURANCE

A. Fabricate steel members in accordance with AISC Code of Standard Practice.

B. Welders Certificates: Certify welders employed on the work, verifying AWS qualification within the previous 12 months.

1.06 QUALIFICATIONS

A. Qualify welding processes and welding operators in accordance with AWS *Standard Qualifications Procedures*.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to job site properly marked to identify the structure for which it is intended and at such intervals to allow uninterrupted progress of the work. Marking shall correspond to markings indicated on the shop drawings.

B. Store all members off the ground using pallets, platforms, or other supports.

C. Do not store materials on the structure in a manner that might cause distortion or damage to the members of the supporting structures.

D. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to CITY.

PART 2–PRODUCTS

2.01 MATERIALS–CARBON STEEL

A. Steel Sections:
1. ASTM A36 (channels, angles, plates).
2. ASTM A992 (wide flange sections).
3. Pipe: ASTM A53, Grade B.
4. Tubes: ASTM A500, Grade B.
5. Silicon content of steel members to be hot-dipped galvanized shall be in the range of 0 to 0.04%. Submit mill test reports confirming compliance.

B. Sheet Steel: ASTM A1011.

C. Plain Washers: Round carbon steel complying with FS FF-W-92.

D. Bolts, Threaded Rods, and Nuts: ASTM A307 Grade A, or galvanized to ASTM A153 for galvanized components for exterior use and where built into exterior walls.

E. Lock Washers: Helical spring-type carbon steel complying with FS FF-W-84.

F. Welding Electrodes: Comply with AWS D1.1. E70XX electrodes for carbon steel. For ASTM A992 steel and any other steel with 50 ksi or greater yield strength, use only E7018 or other E70XX electrodes specifically permitted by AWS D1.1.

G. Select fasteners for the type, grade, and class required.

2.02 FABRICATION

A. Fabrication and Assembly:
1. Fabricate items of structural steel in accordance with AISC Specifications and as indicated on the approved shop drawings.
2. Properly mark and match-mark materials for field assembly and for identification as to structure and site for which intended.
3. Fabricate for delivery sequence which will expedite erection and minimize field handling of materials.
4. Where finishing is required, complete the assembly, including welding of units, before start of finishing operation.
5. Provide finish surfaces of members exposed in the final structure free of markings, burrs, and other defects.

B. Connections:
1. Bolts and washers of all types and sizes shall be provided for completion of all field erection.
2. Comply with AWS Code for procedures, appearance, and quality of welds used in correcting welded work.
3. Assemble and weld built-up sections to produce true alignment of axes without warp.
4. Welding shall be done by the shielded arc process.
5. All welds shall be chipped, ground smooth, and primed immediately after fabrication.

C. Workmanship:
1. Use materials of size and thickness shown or, if not shown, of size and thickness to produce strength and durability in the finished product.
2. Work to dimensions shown or accepted on the Shop drawings using proven details of fabrication and support.
3. Form exposed work true to line and level, with accurate angles and surfaces, and with straight sharp edges.
4. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing works.
5. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush; match and blend with adjoining surfaces.
6. Provide for anchorage of the type shown. Coordinate with supporting structures. Fabricate and space the anchoring devices to provide adequate support for intended use.
7. Cut, reinforce, drill, and tap miscellaneous metal work as indicated to receive hardware and similar items.

2.03 FINISHES

A. Carbon steel surfaces shall be prepared by abrasive blasting to SSPC-SP10 as specified in Section 09 91 00–Painting.

B. Do not prime surfaces where field welding is required.

C. Immediately after surface preparation, prime paint carbon steel items with one coat in accordance with manufacturer's instructions and Section 09 91 00–Painting.

D. Surfaces that will be inaccessible after assembly or erection shall be finish painted prior to assembly or erection.

PART 3–EXECUTION

3.01 EXAMINATION

A. Correct conditions detrimental to the proper and timely completion of the work.

B. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Furnish setting drawings, diagrams, templates, instructions, and directions for installation of anchorages such as concrete inserts, anchor bolts, and miscellaneous items having integral anchors which are to be embedded in concrete construction.

B. Coordinate delivery of such items to project.

C. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction including threaded fasteners for concrete inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.

B. Cutting, Fitting, and Placement:
   1. Perform cutting, drilling, and fitting for installation of miscellaneous metal fabrications.
   2. Set work accurately in location, alignment, and elevation and make plumb, level, true, and free from rack measured from established lines and levels.
   3. Fit exposed connections accurately together to form tight hairline joints.
   4. Weld connections that are not to be left as exposed joints, grind joints smooth, and touchup shop paint coat or galvanizing repair.

3.04 FIELD WELDING

A. Comply with AWS Code for procedures of manual shielded metal arc welding (steel, stainless steel) and gas metal arc welding (aluminum), appearance and quality of weld made, and methods in correcting welding work.

3.05 TOUCH-UP PAINTING

A. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting in accordance with Section 09 91 00–Painting.

END OF SECTION

SECTION 05 56 00

ANCHOR BOLTS AND POST-INSTALLED ANCHORS

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Adhesive anchors.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ASTM A36/A36M–Standard Specification for Carbon Structural Steel.

B. ICC-ES International Code Council–Evaluation Service.

C. AC 308–Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete.

D. ACI 355.4–Qualification of Post-Installed Adhesive Anchors in Concrete and Commentary.

PART 2–PRODUCTS

2.01 GENERAL

A. Unless indicated otherwise on the drawings or specified, use the following bolt material for the various installation situations:
   1. Stainless Steel: For all submerged locations, below final grade, and in contact with aluminum appurtenances and other items not to be painted. Also for anchoring equipment, unless otherwise specified.
   2. Steel: In other locations in contact with items to be painted or encased in concrete.

2.02 ADHESIVE ANCHORS

A. Adhesive anchors shall be HIT HY 200 by Hilti, Inc., Red Head C6+ or Red Head A7+ by ITW, Pure 110+ or AC200+ by DeWalt, Set-XP by Simpson Strong-Tie Anchor Systems, or approved equal.

B. All adhesive anchors shall comply with the 2015 International Building Code, AC 308, and ACI 355.4. They shall be ICC-ES approved for use in cracked and uncracked concrete.

PART 3–EXECUTION

3.01 ADHESIVE ANCHORS

A. At locations shown on the drawings, reinforcing bars or threaded rod shall be provided in existing concrete by drilling holes, injecting epoxy adhesive, and inserting the reinforcing bar.

B. All existing surfaces to receive adhesive anchors, including the entire area in contact with the new concrete, shall be cleaned and roughened to amplitude of 1/4 inch.

C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.

D. Where location of anchors is adjustable, reinforcing steel shall be located prior to drilling holes and anchors shall be located to clear reinforcing steel.

E. CONTRACTOR shall arrange an anchor manufacturer's representative to provide on-site installation training for installation of their adhesive anchor system products. Submit documentation that all CONTRACTOR's personnel or subcontractors who install adhesive anchors have been trained prior to the announcement of anchor installation.

F. Adhesive anchors in horizontal and upwardly inclined orientations to resist sustained tension loads are subject to the following requirements:
   1. They shall be installed by personnel certified by an applicable certification program. Certification shall include written and performance tests in accordance with the ACI/CRSI Adhesive Anchor Installer Certification program, or equivalent, as approved by CONSULTANT.
   2. They require continuous special inspection during installation. CONTRACTOR shall notify CONSULTANT and SPECIAL INSPECTOR of the schedule for these anchor installations to permit coordination of inspections.

END OF SECTION

SECTION 09 91 00

PAINTING

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Surface preparation and application of paints and coatings.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

A. ASTM B117–Standard Practice for Operating Salt Spray (Fog) Apparatus.

B. ASTM D2247–Standard Practice for Testing Water Resistance of Coatings in 100 % Relative Humidity.

C. ASTM D3363–Standard Test Method for Film Hardness by Pencil Test.

D. ASTM D4060–Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

E. ASTM D4541–Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.

F. ASTM D4585–Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation.

G. SSPC–The Society for Protective Coatings–Steel Structures Painting Manual.

H. NACE–National Association of Corrosion Engineers.

I. ICRI–International Concrete Repair Institute.

J. Federal Register–Code of Federal Regulations (CFR).

K. Federal Register–Resource Conservation and Recovery Act (RCRA).

L. Federal Register–Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

1.03 SUBMITTALS

A. Submittals shall be in accordance with provisions of Section 01 33 00–Submittals.

B. Shop primer proposed for use shall be submitted with all material and equipment submittals. All shop primers shall be of the same generic type and quality as those specified herein.

C. Submit two copies of manufacturer's Safety Data Sheets (SDS) for each type of paint with each shop drawing submittal. SDS sheets shall be posted at the construction site at all times painting is in progress.

D. Substitution submittals shall include performance test data, as certified by a qualified testing laboratory, for the ASTM tests specified in Paragraph 2.01.

1.04 QUALITY ASSURANCE

A. Regulatory Requirements: All paints, surface preparation, and application methods shall conform to federal requirements for allowable exposure to lead and other hazardous substances.

B. Prepainting Meeting:
   1. A prepainting meeting shall be held immediately following the project preconstruction conference. The prepainting meeting is to be held prior to any material and equipment that requires painting is delivered to the site.
   2. CONTRACTOR, the paint subcontractor, and the paint manufacturer's representative shall be present to review the specifications and project scope.
   3. The paint manufacturer's representative shall review progress at the site as requested by CONSULTANT. These are generally expected to be prior to monthly progress meetings.

1.05 FIELD QUALITY CONTROL

A. Furnish testing apparatus as applicable for observing surface preparation, testing atmospheric conditions and testing coatings, prior to beginning surface preparation. Provide the following apparatus:
   1. One set of U.S. Department of Commerce thickness calibration plates, certified by the National Bureau of Standards, to test dry film thickness.
   2. One wet-film thickness gauge.
   3. One dry-film thickness gauge, Mikrotest III, 0-40 mils with calibration standard approved by the Bureau of Standards.
   4. One Bacharach Sling Psychrometer, Model 12-7011.
   5. Tinker and Razor Model M-1 Holiday Detector and recommended wetting agent.
   6. One set of SSPC-VIS 1-89 Visual Standards for Abrasive Blast Cleaned Steel.

B. Provide access via scaffolding or staging for inspection.

C. Entire surface of coated submerged concrete shall be tested with holiday detector. Mark and repair all pinholes, then retest until no pinholes are found.

D. CONTRACTOR shall provide documentation to CONSULTANT of conditions before and during painting operations for each area and each day's work. Documented conditions shall include the following at a minimum: date, area of work, system used, preparation methods, environmental conditions, quantity and thickness of coating placed, noted conditions, and nonconforming items. CONSULTANT can provide sample report form if CONTRACTOR does not have their own.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Materials shall be delivered to the site in original containers with labels intact and seals unbroken.

B. Drop cloths shall be used in all areas where painting is done to fully protect other surfaces.

C. Oily rags and waste must be removed from the building each night or kept in an appropriate metal container.

1.07 ENVIRONMENTAL REQUIREMENTS

A. CONTRACTOR shall dry-heat, dehumidify, and ventilate to obtain painting conditions recommended by the paint manufacturer during surface preparation, application, and cure.

B. Relative humidity conditions as specified by the paint manufacturer's data sheet shall be adhered to. This includes times in which supplemental heat is used. Supplemental heat shall be indirect-fired hot air furnaces or electric heat. Open-flame heaters shall not be used.

C. No unprotected, unheated exterior painting shall be undertaken when damp weather appears probable, nor when the temperature of the substrate is below 55°F, unless approval in writing is received from the paint manufacturer.

1.08 COLOR SELECTIONS

A. Provide color charts for all coatings being used on the project. After initial selection of colors by CITY, provide draw down samples of selected colors for CITY's final approval.

B. CONTRACTOR shall provide a summary sheet at the completion of the project listing the finish paint products used and the manufacturer's color identification for each item painted. This summary sheet should be submitted to CONSULTANT and CITY for review.

PART 2–PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. All materials required for painting shall be types and quality as manufactured by Tnemec Company, Inc., Sherwin Williams Company, International Devoe, Carboline, PPG Protective and Marine Coatings, or equal, unless noted otherwise in the schedule.

B. Where thinning is necessary, only the products of the manufacturer furnishing the paint will be allowed. All such thinning shall be done strictly in accordance with the manufacturer's instructions.

C. Paint and paint products of Tnemec Company and Sherwin Williams, listed in the following specifications, are set up as standard of quality. International Devoe, Carboline, and PPG Protective and Marine Coatings have preapproved equivalent products that shall be used. Other manufacturer's products will be considered as a substitution if CONTRACTOR and paint manufacturer certify that the products offered are recommended for the service intended, are compatible with the shop primers used, are equal in solids content and composition, and are of the same type. Submittal shall include the following performance data as certified by a qualified testing laboratory. ASTM Specifications shall be the latest revision:
   1. Abrasion–ASTM D4060, CS-17 Wheel, 1,000 grams load.
   2. Adhesion–ASTM D4541.
   3. Hardness–ASTM D3363.

4. Humidity–ASTM D2247 and D4585.
5. Salt (Fog) Spray–ASTM B117.

PART 3–EXECUTION

3.01 SURFACE PREPARATION

A. General:
   1. All surfaces to be painted shall be prepared as specified herein and by the manufacturer's published data sheet and label directions. The objective shall be to obtain a uniform, clean, and dry surface.
   2. No field painting shall be done before the prepared surfaces are observed by CONSULTANT. Surfaces painted without such observation shall be abrasive-blast-cleaned and repainted.
   3. Prior to field-blasting, a sample of the blast abrasive shall be provided to CONSULTANT for pH testing. Additional samples of subsequent deliveries or batches of blast abrasive shall be provided to CONSULTANT for pH testing.
   4. For on-site abrasive-blasting, low-dust, low-silica content material shall be used. Coal slag abrasive shall be used on pipe and ferrous materials. Staurolite abrasive shall be used on concrete and concrete block.
   5. Quality of surface preparations listed below are considered a minimum. If paint manufacturer requires a better preparation for a particular application, it shall be considered a requirement of this specification.
   6. All concrete surfaces shall be tested for moisture in accordance with ASTM D4263 and, if necessary, F1869. Surfaces shall also be verified that the pH of the cleaned concrete surface to be coated is within the range of 8 to 11.

B. Ferrous Metal:
   1. All ferrous metal to be primed in the field or in the shop shall have all rust, dust, and mill scale, as well as all other foreign substances, removed by abrasive blasting. Cleaned metal shall be primed or pretreated immediately after cleaning to prevent new rusting.
   2. All ferrous metals not primed in the shop shall be abrasive-blasted in the field prior to application of the primer, pretreatment, or paint.
   3. Abrasive blasting of metals in the field or in the shop shall be in accordance with SSPC-SP 10 Near White Blast Cleaning. Abrasive blasting of metals in the field for immersion service shall be in accordance with SSPC-SP 10 Near White Blast Cleaning. Abrasive blasting of metals in the field for nonimmersion service shall be in accordance with SSPC-SP6 Commercial Blast Cleaning.
   4. Solvent cleaning in accordance with SSPC-SP1 shall precede all abrasive-blasting operations.
   5. Ductile iron pipe shall be prepared by abrasive blasting per National Association of Pipe Fabricators NAPF 500-03-04 Abrasive Blast Cleaning.
   6. Prior to finish coating, all primed areas that are damaged shall be cleaned and spot-primed.

3.02 APPLICATION

A. All materials shall be used as specified by the manufacturer's published data sheets and label directions.

B. No paint shall be applied on a wet or damp surface and in no case until the preceding coat is dry and hard. Each coat shall be allowed to dry in accordance with manufacturer's data sheets before the next coat is applied.

C. Drying time shall be construed to mean "under normal conditions." Where conditions are other than normal because of the weather or because painting must be done in confined spaces, other drying times will be necessary.

D. Additional coats of paint shall not be applied, nor shall units be returned to service until paints are thoroughly dry and cured.

E. Steel that will be inaccessible in the completed work shall receive the final coat before enclosure.

F. Paint shall be applied to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable. Tops and bottoms of walls and areas that are "cut-in" by brush prior to rolling shall have a uniform appearance in comparison with adjoining surfaces.

G. Crevices and other hard-to-apply areas shall be back-rolled/back-brushed in conjunction with application of the first field coat of primer or intermediate coat. This includes, but is not limited to, between pipe flanges, pipe flange/pipe barrel joints, equipment fittings, and other narrow openings.

3.03 FIELD QUALITY CONTROL

A. Examination of work on the site by the manufacturer's representative shall be performed when requested by CONSULTANT.

3.04 CLEANING

A. All stains and marks shall be removed from other surfaces upon completion of the work.

3.05 SCHEDULE

A. General:
   1. At the completion of the project, all painted surfaces which have been damaged shall be repainted or touched-up.
   2. The painter shall use some discretion in what should and should not be painted. Do not paint over labels and other information, bronze, machined surfaces, moving parts where painting may impair movement, hot surfaces which may peel, etc. If in doubt whether a part should be painted, ask CONSULTANT.
   3. Products listed first are Tnemec and second are Sherwin Williams.

B. New Work:
   1. All new work done by all trades shall be painted by CONTRACTOR in accordance with the following schedule and in accordance with paint manufacturer's recommendation. It is the intent of these specifications that all non-galvanized ferrous metal items scheduled for painting be shop-primed. If items are not shop-coated, surfaces shall be prepared and painted in the field as specified. If any items of new construction are not listed, CONTRACTOR shall request paint system from CONSULTANT, and the items shall be painted as part of this Contract without additional cost.

2. Steel, machinery, and equipment; not submerged (including pipes to be insulated):
   a. One shop coat of N69-1255 Hi-Build Epoxoline, Macropoxy 646 Beige as primer.
   b. Touch-up primer prior to finish coat, and either:
      (1) Two coats of N69 Hi-Build Epoxoline II, Macropoxy 646 for interior surfaces; or
      (2) One coat of N69 Hi-Build Epoxoline II, Macropoxy 646; and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.
3. Steel, machinery, and equipment, submerged:
   a. One shop coat Series 1 Omnithane (20HS or N69-1255 Epoxoline), Dura-Plate 235 Beige as primer.
   b. Touch-up prime coat prior to finish coating, and one stripe coat on all edges of N69 Hi-Build Epoxoline, Dura-Plate 235.
   c. Two coats of N69 Hi-Build Epoxoline, (one coat) Sher-Glass FF.
4. Stainless steel: Not painted.

C. Existing Areas: Existing areas damaged by removal of existing work and/or installation of new work shall be repainted to match existing and in accordance with the schedule for new work. Existing clarifier mechanism:
   1. Abrasive to remove existing coating as specified.
   2. Coat in accordance with item 7 of new work with shop primer replaced by field primer.

D. Coverage:
   1. Dry mil thickness shall conform to those specified. Mil test measurement shall conform to SSPC Steel Structures Painting Manual. Dry Film Thickness (DFT) shall be verified in accordance with SSPC-PA2.
   2. The coatings listed will provide the mil thickness given when applied at the coverages listed. Upon the request of CONSULTANT, such surfaces shall be checked by the painter with a calibrated mil thickness gauge and any deficiencies found in the film shall be remedied by additional coat(s) at the expense of CONTRACTOR.
   3. On masonry, application rates will vary according to surface texture; however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative pinhole-free finish either by decreasing the coverage rate or by applying additional coats of paint.
   4. Coverages reflect manufacturer's recommendations using spray application techniques. Where brushing or rolling is specified or performed at the discretion of the painter, one additional coat, minimum, will be required to achieve total DFT thickness as specified and recommended by the manufacturer.

	Sq. Ft.** Coverage	Dry Mil** Thickness Per Coat
Products		
N69 Hi-Build Epoxoline II, Macropoxy 646		
Steel or Impervious Substrate Primer Coat	---	4.0
Steel or Impervious Substrate Intermediate Coat(s)	---	5.0
Steel or Impervious Substrate Finish coat	---	5.0
1074 Endura-Shield II, Acrolon 218HS	---	2.5
Series1 Omnithane, DuraPlate 235 (Primer)		3.0, 5.0
N69 Hi-Build Epoxoline II (Submerged)		6.0
Sher-Glass FF (Submerged)		12.0

** Roller or brush application requires two or more coats to obtain recommended film thickness. No allowance is made here for overspray, waste in handling, mixing, or application. Final total dry film thickness (DFT) shall be equal to that specified. Paint submittals shall note where roller or brush application is proposed and the paint manufacturer's recommendations of number of coats to achieve the required thickness shall be noted.

Primer, intermediate and/or final surface colors shall be of contrasting colors to promote coverage.

E. Pipe Colors: Colors are to be selected by CITY, with the following piping colors used where applicable.

Pipe Type	WASTEWATER PIPING COLORS 10 States Standards (2014 Wastewater)
Raw sludge line	Gray
Sludge recirculation suction line	Brown with yellow bands
Sludge drawoff line	Brown with orange bands
Sludge recirculation discharge line	Brown
Sludge	Black

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1–GENERAL

1.01 SUMMARY

A. Work Included:
   1. Removal of groundwater to allow belowgrade construction.
   2. Site grading to prevent surface water from entering the excavation.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. Payment:
   1. The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work and for forming all dams or diversions, digging of sumps or pump wells, bailing, and installation and pumping of wells shall be borne by CONTRACTOR.
   2. The cost for removal of groundwater and surface water shall be included in the prices bid for the work. No separate payment will be made for dewatering whether accomplished by use of sumps and pumps, well point systems, deep wells, or any other method.
   3. Any permits necessary for the dewatering operations shall be obtained and paid for by CONTRACTOR.

1.02 REFERENCES

A. See Division 01, Regulatory Requirements for permit requirements and water, erosion, and sediment control.

B. Report titled, “Final Clarifier No. 3 Dewatering Wells Report, City of Waterloo, Iowa” prepared by AECOM and dated June, 2021.

1.03 SYSTEM REQUIREMENTS

A. CONTRACTOR shall, at its own expense, keep the excavation clear of water while structures, mains, and appurtenances are being built, utilities are being installed, and fill and backfill are being compacted. Under no conditions shall the work be laid in or under water. No water shall flow over the work until the joints are complete or the concrete has set.

B. Wherever necessary, CONTRACTOR shall excavate in advance of the completed work, lead the water into sumps or pump wells, and provide erosion control measures to prevent water or sediment damage.

C. CONTRACTOR’s dewatering system shall perform so that the soils below the structure will not be destabilized by hydrostatic uplift pressures from adjacent groundwater. If conditions warrant, CONTRACTOR shall furnish and install well point systems or deep wells.

D. Dewatering shall be sufficient to lower the piezometric level to at least 2 feet below the bottom of the excavation. Additional lowering shall be provided as necessary to create a stable subgrade.

E. In areas where rock is encountered, the water level shall be kept at or below top of rock, but at least 6 inches below bottom of concrete. Additional rock shall be removed as needed to provide clearances.

F. The control of groundwater shall be such that softening or heaving of the bottom of excavations or formation of “quick” conditions or “boils” shall be prevented.

G. Dewatering systems shall be designed and operated so as to prevent the migration or removal of soils.

H. Three existing dewatering wells were installed to allow preliminary inspection of Final Clarifier No. 3 and are available for use in dewatering the structure. Additional information is included in the report titled, “Final Clarifier No. 3 Dewatering Wells Report, City of Waterloo, Iowa” which has been included as a reference in the Appendix of this document.

1.04 QUALITY ASSURANCE

A. All dewatering shall be done in accordance with applicable federal, state, and local code requirements.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DEWATERING

A. Dewatering shall be started, and the water level shall be lowered as specified herein prior to beginning excavation and shall be continued until structure, main, or appurtenance has been completed and fill has been placed and compacted to final grade.

B. CONTRACTOR shall provide at least two groundwater observation wells near each area to be excavated to aid CONTRACTOR in determining whether the minimum specified requirements have been met prior to excavation. The observation well shall be a minimum 2-inch-diameter slotted PVC pipe. The observation well shall be installed and backfilled in such a way as to allow an accurate determination of actual groundwater levels. The observation well shall be properly abandoned after use unless specified otherwise. At CONTRACTOR's option, the existing permanent piezometer observation wells may be used to monitor the groundwater level. Additional information is included in the report titled, “Final Clarifier No. 3 Dewatering Wells Report, City of Waterloo, Iowa” which has been included as a reference in the Appendix of this document.

C. CONTRACTOR shall provide all necessary materials and equipment to keep the excavation free from water during construction. CONTRACTOR shall at all times have on hand sufficient

pumping equipment and machinery in good working condition for all ordinary emergencies, including power outages, and shall have available at all times competent workers for the operation of the pumping equipment. The dewatering systems shall not be shut down between shifts, on holidays or weekends, or during the work stoppages.

D. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted fill or backfill, and prevent floatation or movement of all structures and pipelines.

3.02 PROTECTION

A. CONTRACTOR shall take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding, or other damage. The dewatering system shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Any such facilities and structures damaged shall be repaired or replaced to the satisfaction of their owner.

B. Prior to dewatering, CONTRACTOR shall take into account the effect of its proposed dewatering operation on existing private water supply systems and shall make arrangements with property owners for protecting their supplies or providing alternative means of supply.

C. In the event that CONTRACTOR's dewatering operation adversely affects private water supply systems, CONTRACTOR shall provide property owners with alternative potable and nonpotable supplies until dewatering operations are ceased and groundwater levels return to normal. If the water in private water supply wells is contaminated, through no fault of CONTRACTOR after restoration of original groundwater levels, CITY will provide measures to restore water potability. CONTRACTOR is responsible for restoration of the water supply, not its potability after restoration.

D. In areas where continuous operation of dewatering pumps is required, CONTRACTOR shall avoid noise disturbance to nearby residences to the greatest extent possible by using electric-driven pumps, or intake and exhaust silencers or housing to minimize noise from engine-driven generators or engine-driven pumps.

END OF SECTION

SECTION 31 32 19

GEOTEXTILES

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: Geotextiles for areas below structures, at perforated drain pipe trenches, pressure relief valves, below base course, and below riprap.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2–PRODUCTS

2.01 MATERIALS

A. Geotextile for areas below structures for use at pressure relief valves and as specified elsewhere, shall be Mirafi 140N, or equal.

PART 3–EXECUTION

3.01 INSTALLATION

A. Geotextile shall be installed in accordance with manufacturer's recommendations.

B. Geotextile shall be lapped a minimum of 24 inches.

C. CONTRACTOR shall protect the construction fabric from exposure to the sun until installation. Construction fabric shall be covered with stone or soil immediately upon placement.

END OF SECTION

SECTION 46 43 22

FINAL CLARIFIER EQUIPMENT INSPECTION AND REPAIR

PART 1–GENERAL

1.01 SUMMARY

A. Work Included: This section includes inspection, rehabilitation, and placing into successful operation one final clarifier collector mechanism (M-6-101-3) in an existing 105-foot-diameter circular clarifier. Provide all labor, equipment, and materials for a complete and functioning system, including startup and testing of equipment.

B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

C. CONTRACTOR shall supply a new skimmer arm, replacement wear items, and final clarifier drive rebuild which shall be included in the Lump Sum Base Bid.

D. Allowances:
   1. CONTRACTOR shall include an allowance in the sum of $5,000 in the Lump Sum Base Bid for replacement components to address bent plates on support truss found to be necessary as a result of an inspection of the clarifier mechanism by the original clarifier mechanism manufacturer.
   2. CONTRACTOR shall include an allowance in the sum of $50,000 in the Lump Sum Base Bid for unidentified clarifier mechanism repairs found to be necessary as a result of an inspection of the clarifier mechanism by the original clarifier mechanism manufacturer.

E. Contractor shall submit the inspection report with shop drawings detailing the proposed rehabilitation work.

1.02 SYSTEM DESCRIPTION

A. The existing 105-foot diameter Tow Bro style clarifier mechanism is associated with Final Clarifier No. 3, located to the northeast of the RAS Building (Structure 240) at the CITY's Easton Wastewater Treatment Plant. Record drawings may refer to Final Clarifier No. 3 as Secondary Clarifier No. 3. The mechanism is approximately 23 years old.

1.03 SUBMITTALS

A. Submit shop drawings and O&M Manual updates (if necessary) under provisions of Section 01 33 00–Submittals.

B. Submittals for motors associated with equipment specified in this section shall include data sheets from the motor manufacturer. Data sheets from the equipment manufacturer or supplier are not acceptable.

C. Following pressure washing as specified herein, the clarifier mechanism manufacturer shall inspect the clarifier mechanism for structural integrity and material soundness. CONTRACTOR shall provide adequate access to the clarifier mechanism, including

dewatering of the tank, for the clarifier mechanism manufacturer to inspect clarifier mechanism. A written inspection report and analysis outlining any potential changes to the proposed modifications shall be submitted to CITY and CONSULTANT for review prior to commencement of work.

D. CONTRACTOR shall notify CITY and CONSULTANT when the equipment manufacturer will be inspecting the clarifier equipment.

E. CONTRACTOR shall submit the inspection report with shop drawings detailing the proposed rehabilitation work.

F. Provide initial Start-up Certification.

1.04 WARRANTY

A. Standard One-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of one year from the date established for Substantial Completion of the project.

1.05 PAYMENT FOR REPAIRS

A. Payment for support truss modifications and unidentified clarifier mechanism repairs found to be necessary as a result of the inspection of the clarifier mechanism shall be made on a time and materials basis.

B. If the need for additional cost for repair work is encountered, CONTRACTOR shall notify CITY and give proper time for CITY To assess the need for repair. Any repairs made by CONTRACTOR which have not been previously reviewed by CITY shall not be eligible for payment.

C. Payment to CONTRACTOR for repairs covered by the allowances will be adjusted, add or deduct, based on the actual repairs performed (more or less than the allowances above). Before any work included in the allowances begins, CONTRACTOR and CITY shall agree on the extend of the work.

D. Time and materials required for repairs shall be coordinated with the CONSULTANT on a daily basis.

E. CONTRACTOR’s Lump Sum Base Bid shall, in addition to the above allowances for support truss modifications and unidentified repairs, include all costs associated with the following:
   1. Control of groundwater in the tank to allow for performance of work specified herein.
   2. Environmental controls for materials used in pressure washing.
   3. Pressure washing prior to inspection.
   4. Inspection and preparation of an inspection report.
   5. Labor and materials for repairs associated with the new skimmer arm, replacement wear items, and final clarifier drive rebuild.
   6. Surface preparation and painting of the existing mechanism.
   7. Start-Up and Testing and Specified.

PART 2–PRODUCTS

2.01 MANUFACTURERS

A. Final Clarifier No. 3 mechanism was manufactured by U.S. Filter Corporation in the year 1999. U.S. Filter Corporation is currently known as Evoqua Water Technologies. A representative of Evoqua shall perform the clarifier inspections.

2.02 GENERAL

A. Products Description:
   1. Mechanism Type: center feed, suction-header type
   2. Concrete Clarifier Tank Inside Diameter: 105 feet ±2 inches.
   3. Sidewater Depth: 17 feet 11.75 inches.
   4. Scum Trough Width: 12 feet 0 inches

B. Materials:
   1. Submerged steel in contract with process water: A36 Carbon Steel.
   2. Non-submerged steel: A36 Carbon Steel.

2.03 SKIMMER ASSEMBLY

A. Provide one skimmer assembly compatible with a 12-foot 0-inch wide scum beach to replace the missing assembly on the final clarifier mechanism. Provide new bolts and clamps to secure the skimmer assembly to the existing truss arm and scum blade.

B. The surface skimmer equipment shall consist of a deflector blade supported from structural “A”-frame supports mounted on top of the truss arm. A hinged wiper assembly shall be mounted on the outer end of the deflector blade. The hinged wiper assembly shall be so constructed as to form a pocket for trapping scum. The hinged arrangement shall ensure continual contact and proper alignment between wiper blade, scum baffle and beach as the blade travels up the beach. The wiper blade shall have a wearing strip on its outer end which contacts the scum baffle and Neoprene strip on its lower and inner edge. The wiper blade shall ride up the beach in such a manner that the arrangement of the wiper and beach concentrates the scum trapped in the skimmer arm pocket to minimize the amount of flushing water required.

2.04 REPLACEMENT WEAR COMPONENTS

A. Provide one set of replacement wear components for the clarifier equipment, including:
   1. One upper manifold seal
   2. One lower manifold seal
   3. Neoprene wiper for the deflector blade
   4. One wearing strip for existing surface skimmer

2.05 DRIVE REBUILD

A. The existing final clarifier drive shall be inspected and rebuilt by a manufacturer trained and authorized representative. Manufacturer shall supply all components necessary to accomplish the drive rebuild. Drive rebuild is expected to be completed on site.

2.06 FINISHES

A. After welding and testing, any repair areas and appurtenances, all new and existing metal surfaces (unless not recommended by manufacturer in the inspected report), and any work damaged by construction shall be cleaned, prepared, and field painted in accordance with Division 09.

B. Preparation and painting of any corroded steel areas shall conform to paint manufacturer's recommendations and all requirements and provisions specified in Division 09.

2.07 ANCHOR BOLTS

A. Provide all anchor bolts required for equipment furnished. Anchor bolts shall be 316 stainless steel of ample strength for the intended service. Provide anchor bolts in accordance with Division 05.

PART 3–EXECUTION

3.01 GENERAL

A. Refer to requirements specified in Division 01 for equipment installation, quality control, testing, supervision, startup, and operator training. Comply with additional requirements as specified below.

3.02 INSPECTION

A. CONTRACTOR shall pressure wash the existing clarifier mechanism prior to inspection.

B. After cleaning, CITY, CONSULTANT, and qualified clarifier manufacturer representative shall observe the clarifier mechanism equipment to verify repair recommendations. The clarifier mechanism manufacturer shall document the inspection and any additional recommended repairs and the repair procedures in a written summary. Additional recommended repairs will be paid for using the allowance specified in Part 1.

C. Site visits required for inspection shall be in addition to those specified for startup and testing.

3.03 INSTALLATION AND COORDINATION

A. CONTRACTOR shall make clarifier mechanism repairs in strict conformance with the shop drawings and manufacturer's recommendations.

B. Mechanism shall not be painted or coated until field testing of welds and any rewelding has been completed, if necessary.

C. Field welding procedures and qualifications shall be in accordance with the standards of the American Welding Society.

D. CONTRACTOR shall install new grout topping on clarifier base slab in accordance with manufacturer's recommendations.

3.04 STARTUP AND TESTING

A. Provide manufacturer's services for the following:
   1. Pre-grout inspection of rehabilitation activities.
   2. Post-grout inspection, startup, and final adjustment.

B. Minimum service requirements:
   1. Pre-grout inspection: One full day on site.
   2. Post-grout inspection, final adjustment, and startup: one full day on site.

C. Supervision and Start-Up: Installation of all equipment furnished under this contract shall be supervised as required by a qualified representative of the equipment manufacturer. All equipment shall be placed in operation by a qualified representative of the equipment manufacturer.

END OF SECTION

GENERAL SPECIFICATIONS FOR CONSTRUCTION

CITY OF WATERLOO, IOWA
Department of Engineering

SECTION A - Definitions of Terms
SECTION B - Scope of work
SECTION C - Control of Materials and Work
SECTION D - Procedure and Progress
SECTION E - Measurements and Payments
SECTION F - Legal Relations and Responsibility

SECTION A - DEFINITIONS OF TERMS

1. **CITY**. The City of Waterloo, Iowa, which is the Party of the First Part of the accompanying contract, acting through its authorized representative.

2. **COUNCIL**. The duly elected Council of the City of Waterloo, Iowa.

3. **ENGINEER**. The City Engineer of Waterloo, Iowa, or his authorized representative.

4. **INSPECTOR**. The authorized representative of the Engineer, assigned to the detailed inspection of the work or materials therefor and to such other duties as may be delegated to him in these specifications.

5. **CONTRACTOR**. The Party of the Second Part in the accompanying contract for the improvement covered by these specifications, or his authorized representative.

6. **SUBCONTRACTOR**. Any person, firm, or corporation who has, with the approval of the Council, contracted with the Contractor to execute and perform in his stead all or any part of the contract.

7. **BIDDER**. Any individual, firm, or corporation submitting a proposal for all or a part of the work provided for in these specifications.

8. **PROPOSAL GUARANTEE**. The security designed in the Notice of Bidders or Proposal to be furnished by the bidder as a guarantee of good faith to enter into a contract and furnish an acceptable bond for the work contemplated if it be awarded him.

9. **SURETY**. The corporate body bound with and for the Contractor for the acceptable performance of the contract.

10. **PROPOSAL**. The written Proposal, submitted by the bidder in the prescribed manner and on the standard form, for the improvements covered by these specifications.

11. **SPECIFICATIONS**. The documents that set forth the manner in which the proposed work is to be accomplished which have been prepared by the Engineer and approved by the City Council, official copies of which are now on file with the City Clerk.

12. **SPECIAL PROVISIONS**. Clauses or memoranda not contained herein, applying to the contract of which these specifications are a part, which change or supplement these specifications.

13. **CONTRACT**. The agreement entered into between the City and the Contractor, setting forth the terms under which the work covered by the plans and specifications is to be performed. The contract includes all conditions, definitions, and instructions set forth in the official publications relating to the work, the official contract and specifications, the Proposal, official plans, and all supplemental agreements entered into by the parties to the contract.

14. **NOTICE TO BIDDERS**. The notice called attention of bidders to the time and place for receiving bids, containing a brief description of the work, and briefly setting forth the requirements and conditions for submission of Proposals.

15. **INSTRUCTIONS TO BIDDERS**. The clauses setting forth in detail the information relative to the proposed work and requirements for the submission of Proposals.

16. **PLANS**. The plans for the improvement covered by the specifications and approved by the Council, official copies of which are on file with the City Clerk.

17. **CONTRACT BOND**. The bond executed by the Contractor and his surety in favor of the City of Waterloo, Iowa, guaranteeing the complete execution of the contract in accordance with the plans and specifications, the payment of all debts pertaining to the work, and maintenance of the work as provided by law or by the specifications.

18. **CONTRACT PERIOD**. The period from the specified date for beginning the work to the specified date of completion, both dates inclusive. The contract period may be extended by the Council, as provided in these specifications, in which event the contract period includes the new date of completion.

19. **OFFICIAL PUBLICATIONS**. The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these official publications are by statute vested with all of the force and effect of contract obligations.

20. **A.S.T.M.** Abbreviation for American Society for Testing Materials.

21. **WORK**. The term "Work" of the Contractor and Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

22. **TIME**. All time limits stated in the contract documents are of the essence in the contract.

SECTION B - SCOPE OF WORK

1. **CORRELATION AND INTENT OF DOCUMENTS**. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

2. **DRAWINGS AND SPECIFICATIONS**. Unless otherwise provided in the contract documents, the engineer shall furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

The Contractor shall keep one (1) copy of all drawings and specifications on the work available to the Engineer and to his representatives.

3. **CONTRACTOR'S UNDERSTANDING**. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character and location of the work, the conformance to the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can, in any way, affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

4. **REPORTING ERRORS AND DISCREPANCIES**. If the Contractor, in the course of the work, finds any discrepancies between the plans and the physical conditions of the locality, or any errors of omission in plans or in the layout as given by said stakes and instructions, it shall be his duty to inform the Engineer immediately, in writing, and the Engineer shall promptly correct the same.

5. **ALTERATION OR CORRECTION OF PLANS**. The plans are made up from surveys that are presumably correct and represent the foreseen construction requirements. Any modification of the plans which may be required by the exigencies of the construction or any corrections made necessary because of errors in the original surveys, will be made by the Engineer. Should corrections or modifications of the plans or specifications require a different quality or class of work than that upon which the unit prices in the Proposal are based, or if the modifications or corrections are required in parts of the work partially completed and such modifications result in an increased cost to the Contractor, the amount to be paid for work resulting from such changes shall be agreed upon in writing at the time the changes are ordered and before the work is begun by the Contractor. No allowance will be made for anticipated profits on work not performed.

6. **CHANGES IN THE WORK**. The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted by agreement or arbitration before such changed work is undertaken. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

7. **INCREASED OR DECREASED QUANTITIES**. The right is reserved without impairing the contract, to order the performance of such work of a class not contemplated in the Proposal or to increase or decrease the quantities as may be considered necessary to complete fully and satisfactorily the work included in the contract. However, when the work is completed without change in the plans, and the measured quantity of any item of work varies by more than twenty percent (20%) from the estimated quantity specified in the contract, an adjustment in price may be made for such item of work by agreement between the Engineer and the Contractor, subject to the approval of the City Council. Either party to the contract may request such an adjustment.

8. **LANDS AND RIGHT OF WAY.** The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with the right of access to same.

9. **CITY WATER**. The Contractor shall be allowed to use City Water but before any water is used, he shall make application to the Waterloo Water Works for a temporary water connection from a fire hydrant or by some other connection method. Water usage will be charged at the rate for temporary water service. The rules, regulations, and water rates are available at the Waterloo Water Works offices at 325 Sycamore Street or their telephone number is 319-232-6280.

10. **RIGHTS OF VARIOUS INTERESTS**. Whenever work being done by the City's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

11. **CLOSING STREETS TO TRAFFIC**. The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time and may refuse to permit the closing of additional streets until such of the work is finished and opened to traffic as he may direct.

12. **OBSTRUCTION OF STREETS**. The work is to be carried on in such manner as to obstruct the streets, highways, and alleys as little as possible. The Contractor shall carry on the different parts of the work so as to complete the whole, as nearly as practicable, at the same time. In doing the work, the Contractor shall follow the directions of the Engineer as to the place or places where work shall be started or be carried on and the direction in which it shall be done.

13. **SHANTIES AND BUILDINGS**. Shanties or other buildings shall not be erected in or upon any street, highway, or alley without permission of the Engineer. If such permission be granted, it may be upon any reasonable terms prescribed by the person or body granting such permission.

14. **SANITARY CONVENIENCES**. The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the laborers on the work, and these shall be maintained in a manner that will be inoffensive to the public.

15. **CLEANING UP**. The Contractor shall, as directed by the Engineer, remove from the City's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operations before work can be considered completed. The Contractor shall also renew or replace any and all fences, sidewalks, or other property damaged or disturbed by his work.

16. **OMISSION OF PARTS OF GENERAL SPECIFICATIONS**. Parts of the General Specifications deemed not to apply to some particular work may be omitted by special reference in other parts of the contract documents.

SECTION C - CONTROL OF MATERIALS AND WORK

1. **SUPERVISION AND INSPECTION.** The Engineer shall have supervision of the construction provided for in this Contract and shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress on the work, and all questions regarding the acceptable fulfillment of the terms of the Contract. Materials and construction work shall, at all times, be subject to the inspection of the Engineer or his representatives. The Contractor shall be held strictly to the true intent of these specifications as regards the quality of materials, workmanship, and the diligent prosecution of the work.

The Engineer and his representatives shall, at all times, have access to the work wherever it is in preparation of progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, law ordinances, or any public authority require any work and/or materials to be especially tested or approved, the Contractor shall give the Engineer timely notice of readiness for inspection. If the inspection is to be made by authority other than the Engineer, the Contractor shall notify the engineer of the date fixed for inspection. Inspections by the Engineer will be promptly made and, where practicable, at the source of supply. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract, the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another Contractor, and, in that event, the City shall pay the cost.

2. **AUTHORITIES AND DUTIES OF INSPECTORS**. Inspectors may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also, to report whenever it appears that materials furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and Contract, and to direct the attention of the Contractor to such failure or infringement; but such inspection shall not relieve the Contractor from any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. The Inspector shall, in no case, act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter.

3. **STATUS OF THE ENGINEER**. The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject any work and/or materials which do not conform to the specifications, to direct the application of forces to any portion of the work as, in his judgment, is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

4. **ENGINEER'S DECISIONS.** The Engineer shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

All such decisions of the Engineer shall be final except as to the element of time and financial consideration involved, which, if no agreement in regard thereto is reached, shall be subject to arbitration.

5. **STAKES AND INSTRUCTIONS**. The Contractor shall provide reasonable and necessary opportunities and facilities for setting stakes and making measurements. The Contractor shall not furnish stakes or men to set them. He shall not proceed until he has received from the Engineer such stakes and instructions as may be necessary to the progress of the work.

The Contractor shall carefully preserve bench marks, reference points, and stakes, and in case of willful or careless destruction, he shall be charged with the resulting extra expense and shall be responsible for any mistakes that may be caused, by their loss or disturbance.

6. **SUPERINTENDENCE.** The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Important decisions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

The Contractor shall give efficient supervision to the work using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

7. **REMOVAL OF UNAUTHORIZED WORK**. Work done without lines and grade being give, work done beyond lines shown on the plans or as given, except as herein provided, or any extra or additional work done without authority, will be considered as unauthorized and at the expense of the Contractor and will not be paid for under the provisions of the Contract. Work so done may be ordered removed and replaced at the Contractor's expense.

8. **REMOVAL OF DEFECTIVE MATERIALS OR WORK**. The Contractor shall promptly remove from the premises all materials condemned by the engineer as failing to conform to the Contract; whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the City, and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within a reasonable time thereafter, the City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expense that should have been borne by the Contractor; or, if the net proceeds of such sale are insufficient to pay the expenses of removal, the City may deduct the balance from any amounts due the Contractor.

9. **MATERIALS, EQUIPMENT, APPLIANCES, AND FACILITIES**. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. Materials shall be of the quality specified for each particular part of the work.

Whenever, in construction of the work or in the manufacture of any article of appliance necessary for the construction or operation of the work, it is necessary to use any material that is not fully specified in these specifications, it shall be of good quality and shall meet with the approval of the Engineer.

Any appliance that is necessary for the construction or operation of the work and is commonly recognized as a part of the work, shall be furnished by the Contractor as part of the work, whether or not it is specifically called for in the plans and specifications, and such appliance shall be of good quality and standard make and shall meet with the approval of the Engineer.

10. **MATERIAL SAMPLES**. Before the contract is awarded, the bidder may be required to furnish a statement of the origin, composition, and manufacture of any and all materials proposed for use in the performance of the Contract, together with samples of the material. These samples will be considered as representative and typical of the material to be obtained from any particular source.

11. **CHARACTER OF WORKMEN AND EQUIPMENT**. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey the directions of the engineer or Inspector, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. The Contractor shall, at all times, enforce discipline and good order among his employees.

The methods, equipment, and appliances used on the work, and the labor employed, shall be such as will produce a satisfactory quality of work and shall be adequate to complete the contract within the specified time limit.

12. **HIRING CITY EMPLOYEES**. The Contractor shall not employ and hire any of the City's employees without the permission of the Engineer.

13. **LABOR.** Local labor shall be given preferences so far as practicable.

14. **THE CITY'S RIGHT TO DO WORK**. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City of Waterloo, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

SECTION D - PROCEDURE AND PROGRESS

1. **ORDER OF COMPLETION - USE OF COMPLETED PORTIONS**. The Contractor shall complete any portion or portions of the work in such order or time as the Engineer may require. The City shall have the right to take possession of and use completed or partially completed portion of the work at any time, but such taking possession and use shall not be deemed an acceptance of work so taken or used, or any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

2. **WEATHER**. During stormy or inclement weather, all work shall be suspended, except such as can be done in an acceptable manner. Permission to work during freezing, stormy, or inclement weather shall in no way be construed as a release of the Contractor's responsibility regarding the quality of the finished work at such time.

3. **SUNDAYS AND LEGAL HOLIDAYS**. Except for such work as may be required to properly maintain or protect completed or partially completed construction or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.

4. **DELAYS AND EXTENSION OF TIME.** If the Contractor be delayed in the completion of the work by an act of neglect of the City, or its employees; or by any other Contractor employed by the City; or by changes ordered in the work; or by strikes, lockouts, fire, unusual delays in transportation,

unavoidable casualties, or any cause beyond the Contractor's control; or by delay authorized by the Engineer pending arbitration; or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide will compensate for such delay.

No such extension shall be made for delay occurring more than thirty (30) days before claim therefor is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

This article does not exclude the recovery of damages for delay by either party under provisions in the contract documents.

5. **TEMPORARY SUSPENSION OF WORK**. The Engineer shall have authority to suspend the work, wholly or in part, for such period or periods of time as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure to the Contractor to carry out orders given or to perform any or all provisions of the Contract.

6. **NOTICES - HOW SERVED**. Any notice to be given by the City to the Contractor under this contract shall be deemed to be served if the same be delivered to the man in charge of any office used by the Contractor or his foreman or agent at or near the work, or deposited in the post office, postpaid, addressed to the Contractor at his last known place of business.

7. **PROGRESS OF WORK**. The progress of the work shall be such that, at the expiration of one-fourth (1/4) of the contract period, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the contract period, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the contract period, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the contract period.

If, at any time the above schedule is not being maintained, the Council may give written notice to the Contractor and his sureties that the specifications are not being complied with. Such notice shall state what action on the part of the Contractor is required to bring the work within the requirements of the specifications. If the Contractor fails, within ten (10) days, to proceed as directed in the said notice, then the Council shall have authority to annul this contract without process or action at law and take over the prosecution and completion of the work, as provided under the article covering City's right to terminate contract.

8. **CITY'S RIGHT TO TERMINATE CONTRACT**. If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of this creditor; or if a Receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough skilled workmen or proper materials; or if he should fail to make prompt payment to Subcontractors or for materials or labor; or if he should persistently disregard laws, ordinances, or the instructions of the Engineer; or if he should otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other rights or remedy, and after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the

difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default shall be certified by the Engineer.

9. **REMOVAL OF EQUIPMENT**. In the case of annulment of this contract before completion, from any cause whatsoever, the Contractor, if notified to do so by the City; shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

SECTION E - MEASUREMENTS AND PAYMENT

1. **STANDARD OF MEASUREMENT**. All work completed under the contract shall be measured by the Engineer according to the United States standard measures.

2. **SCOPE OF PAYMENTS**. The Engineer's measurements of quantities shall be the basis for final payment for the work performed under this Contract. After the work is completed, the Engineer will make measurements and computations of the number of units of each of the various items of work completed, and the Contractor will be paid for the actual amount of work performed at the rates specified in his Proposal. Before final settlement is made, the Council may require the Contractor to submit a list of all persons furnishing labor or materials, with evidence that such persons have been paid in full. Payment shall be made in the manner set forth in official publications and Council Proceedings relative thereto.

3. **PAYMENT FOR EXTRA WORK**. Such extra work as may have been ordered by the Engineer and performed by the Contractor shall be compensated for as provided herein. If work is to be done or materials are to be furnished by the Contractor which cannot properly be classified under unit prices included in the Proposal, the Contractor shall be paid therefor the actual reasonable cost of the labor and materials entering permanently in such work, plus fifteen percent (15%) of the cost thereof. In computing the labor cost on such extra work, the following items shall be included:

(a) Actual payroll expenditures for labor at the current rate therefor, and cost of materials.

(b) Pay of foreman and timekeepers for actual time required on the extra work.

(c) Liability insurance, prorated, for the extra work.

Labor cost items on extra work shall be furnished in duplicate by the Contractor to the Inspector daily. The Inspector shall check the items, and if he finds them to be correct, he shall so certify on the statement of cost, returning one copy to the Contractor and filing one copy with the Engineer.

The Engineer shall determine the cost of materials entering into extra work from the materials and receipted freight bills for the same.

For any special machine, power tools, or equipment, including fuel and lubricants, but not including small hand tools, which may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental thereon, to be agreed upon in writing by the Engineer before such work is begun, and to which sum no percentage is to be added.

The item of cost shall not include repairs or replacement of equipment or overhead expenses of any character. The fifteen percent (15%) allowed is considered to cover the use of hand tools and all overhead expenses except liability insurance.

In no case will a claim for extra compensation be allowed unless the work upon which the claim is based has been ordered in writing, except as provided hereinafter.

4. **CLAIMS FOR EXTRA COST**. If the Contractor claims that any instructions, by drawings or otherwise, involved extra cost under this contract, he shall give the Engineer written notice thereof within ten (10) days after completion of the work.

No such claim shall be valid unless so made.

5. **CLAIMS FOR EXTRA COMPENSATION**. If the Contractor deems that extra compensation is due him for work and/or materials that he considered is not clearly covered in the items for which he submitted unit prices in his bid and that were not ordered in writing by the Engineer as an extra s heretofore provided, the Contractor shall notify the Engineer, in writing, of his intention to make claim for extra compensation for work and/or material before starting construction. If such written notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost as defined herein, then the Contractor hereby agrees to waive the claim for extra compensation. Such notice to the engineer and the fact that the Engineer has kept account of cost as aforesaid, shall not in any way be construed as proving the validity of the claim, which must be passed upon by the Council. In the event that the Council finds the claim to be just, it shall be allowed and paid for as extra work as provided herein.

6. **COMPLETION REPORT AND OBJECTIONS THERETO**. Within ten (10) days after the full completion of the work to be done under this contract, the Engineer shall make a written statement of all the work done by the Contractor hereunder, stating the quantity of each item as found by him and including a statement of all credits for extra work and all credits or debits for changes, alterations, omissions, and defects, and shall forthwith deliver a copy of such statement to the Contractor. The Contractor shall compare such statement with his own records and shall then, in writing, either approve such statement or point out any claimed errors or omissions. If any of such claims are found correct, the Engineer shall, within ten (10) days, prepare a new statement, a copy of which shall in like manner be delivered unto the Contractor. The Engineer will not file a formal completion report with the City until the Contractor has approved the same.

If the figures of the Engineer and the Contractor cannot be reconciled, or there is a difference of opinion regarding some item or items, then such difference of opinion shall be submitted to arbitration as hereinafter provided, and the decision of the arbitrator or arbitrators shall be final, and the Engineer shall, within a period of five (5) days, file his completion report.

Before action by the City Council upon such completion report, the Contractor shall also file a written statement of any claims he may have against the City, other than those shown by such completion report, growing out of this contract or the work done hereunder. The City shall retain ten percent (10%) of the amount due the Contractor on the completion report for a period of thirty (30) days. If no claims are filed against the Contractor within thirty (30) days, the final ten percent (10%) shall then be paid to the Contractor.

7. **WAIVER**. By the execution of this contract ,the Contractor agrees that any objections he may have to the statement of the amount of work done hereunder included by the Engineer in this completion report, and any claims of the Contractor against the City growing out of this contract and the work done hereunder which are not stated in writing in the manner and within the time provided in Article 6, Section E hereof, shall be waived, and no such claim shall thereafter be asserted against the City.

SECTION F - LEGAL RELATIONS AND RESPONSIBILITIES

1. **LAWS RELATING TO WORK**. The Contractor is presumed to be familiar with all laws, ordinances, and regulations which may, in any manner, affect those engaged or employed upon the work or the materials or equipment used in or upon the work, and shall conduct the work so as not to conflict with such laws, ordinances, and regulations.

2. **PROTECTION OF WORK AND PROPERTY**. The Contractor for any part of the improvement shall be held responsible for the care of materials and of partially completed and completed work until final acceptance of the same by the Council. He will be required to make good at his own expense any damage which the work may sustain from any cause prior to the filing of the engineer's certificate of completion. He shall take all risk from floods and casualties of every description and make no charge for delay due to such cause. He may, however, be allowed a reasonable extension of time on account of such delays. He shall correct or make good at his own expense all damages to adjacent property due to the acts or negligence of his employees of the prosecution of his work, and save the City harmless therefor.

The Contractor shall be held liable and responsible for all damages done to water, sewer, drain, or other underground pipes and structures, and to sidewalks and private property.

3. **RESPONSIBILITY FOR ACCIDENTS**. The Contractor shall assume full responsibility for all damages sustained by persons or property due to the carrying on of his work until final acceptance thereof, or until released by the Engineer in writing.

4. **LIABILITY INSURANCE**. The Contractor shall carry liability insurance which shall save the City harmless and protect the public and any person from injury sustained by the reason of the prosecution of the work or the handling or storing of materials therefor, and said Contractor shall also carry liability insurance which shall meet the requirements of the Iowa Worker's Compensation Law.

Before work shall be started on this contract, the Contractor shall furnish the City Clerk with proper affidavit or Affidavits executed by representatives of duly qualified insurance companies, evidencing that said insurance company or companies have issued liability insurance policies, effective during the life of the contract, or for a period of a least ten (10) days following the filing of written notice of cancellation, protecting the public and any person from injuries or damages sustained by reason of carrying on the work involved in the Contract. The affidavit shall specifically evidence the following forms of insurance protection:

(a) Public liability insurance covering all operations performed by persons directly employed by the Contractor.

(b) Public liability insurance covering all operations performed by any Subcontractor to whom a portion of the work may have been assigned.

(c) Public liability insurance covering all work upon the project performed by any independent Contractor working under the direction of either the principal Contractor or a Subcontractor.

(d) Motor vehicle bodily injury liability insurance and property damage liability insurance on all motor vehicles employed on the work, whether owned by the Contractor or by other persons, firms, or corporations.

(e) The minimum protection shall be as follows:

Comprehensive General Liability Insurance	
General Aggregate Limit	$ 2,000,000.00
Products—Completed Operations Aggregate Limit	$ 2,000,000.00
Each Occurrence Limit	$ 2 ,000,000.00
Comprehensive Automobile Liability Insurance	$ 1,000,000.00

The Contractor shall have the City of Waterloo, Iowa, named as an "Additional Named Insured". A certificate, or a policy if requested, shall be filed with the Owner.

All certificates and/or policies of insurance furnished by the Contractor to be filed with the City Clerk shall include the name and address of the agency issuing the same. It shall also be required that the City Clerk be notified by registered mail of the cancellation or expiration of the above insurance.

5. **BARRICADES AND SIGNS**. The Contractor shall, at his own expense and without further or other order, provide, erect, and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required by the latest edition of the "Iowa Manual on Uniform Traffic Control Devices for Streets and Highways" and shall provide, keep, and maintain such barricades, signs, etc., as may be required or as may be ordered by the City Engineer, to insure the safety of the public as well as those engaged on the work. All barricading plans shall be approved by the City Engineer.

6. **ROYALTIES AND PATENTS**. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified.

7. **PERMITS AND REGULATIONS**. Permits and licenses of a temporary nature for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license, and easements for permanent changes in existing facilities shall be secured and paid for by the City.

8. **CLAIMS FOR DAMAGES**. Any claim for damages arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and no later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement or arbitration.

The Contractor shall be held for the payment of all just claims against him arising out of the prosecution of this contract, and his bond will not be released until such claims are paid for dismissed.

9. **ASSIGNMENT OF CONTRACT**. The Contractor shall not sell or assign the contract or sublet any portion of the work provided for therein without the written consent of the City Council.

10. **SUBCONTRACTORS**. The Contractor shall, as soon as practicable after the signature of the contract, notify the Engineer in writing of the names of the Subcontractors proposed for the work and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Contractor agrees that he is as fully responsible to the City for the acts and omission of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the City.

11. **ARBITRATION**. All questions subject to arbitration under this Contract shall be submitted to arbitration at the choice of either party to the dispute.

The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement with the Engineer.

The demand for arbitration shall be filed in writing with the Engineer, in the case of an appeal from his decision, within ten (10) days of its receipt, and in any other case, within a reasonable time after cause thereof, and in no case later than the time of final payment, except as otherwise expressly stipulated in the contract. If the Engineer fails to make a decision within a reasonable time, an appeal to arbitration may be taken as if his decision had been rendered against the part appealing.

No one shall be nominated or act as an arbitrator who is in any way financially interested in the contract or in the business affairs of either the City or the Contractor.

The general procedure shall conform to the laws of the State of Iowa. Unless otherwise provided by such laws, the parties may agree upon one arbitrator; otherwise, there shall be three--one named in writing by each party to this contract to the other party, and the third chosen by these two arbitrators, or, if they fail to select a third within ten (10) days, then he shall be chosen by the Comptroller of the State of Iowa. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.

If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and, wherever permitted by law, it may be filed in Court to carry it into effect.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense, and trouble incident to the appeal, and, if the appeal was taken without reasonable cause, damages for delay, the arbitrators shall fix their own compensation unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators must be in writing, and it shall not be open to objections on account of the form of proceeding or the award, unless otherwise provided by the laws of Iowa.

In the event of such laws providing on any matter covered by this article otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accordance with the laws of the State of Iowa, it being intended hereby to lay down a principle of action to be followed, leaving its local application to be adopted to the legal requirements of the place in which the work is to be done.

12. **PERFORMANCE AND PAYMENT BONDS**. The Contractor shall, at the time of execution and delivery of this contract and before the taking effect of same, furnish and deliver to the City written bonds of indemnity to the amount required by law in form and substance, and with surety thereon satisfactory and acceptable to the City, to insure the faithful performance and payment by the Contractor of all the covenants and agreements on the part of the Contractor contained in this contract. These bonds shall remain in force and effect for the full amount of the Contract.

13. **PERSONAL LIABILITY OF PUBLIC OFFICIALS**. In carrying out any of the provisions of the Contract or in exercising any power or authority granted him thereby, there shall be no liability upon the Engineer or his authorized assistants, either personally or as an official of the City, it being understood that in such matters he acts as the agent and representative of the City.

14. **JURISDICTION**. Any action in Court against the Contractor or sureties on his bond because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to comply fully with these provisions, shall be brought in the District Court of the State of Iowa in and for Black Hawk County.

15. **TERMINATION OF RESPONSIBILITY**. The Contract shall be considered as completed and the Contractor released from further obligations except as to the requirements of his bond, after the work has been completed and finally accepted and final estimates have been allowed and the completion report of the engineer has been filed and approved by the Council.

16. **CITY'S LEGAL RIGHTS**. The City shall not be precluded by any measurements, estimate, or certificate made, either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or the work or materials do not, in fact, conform to the Contract.

The City shall not be precluded, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his surety such damages as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City or any of its representatives, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver on any portion of the contract or of any power 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 or subsequent breach.

SUPPLEMENTAL GENERAL SPECIFICATIONS FOR CONSTRUCTION

1. SUBCONTRACTS

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced in this contract.

2. REVIEW BY THE CITY OF WATERLOO

The City of Waterloo, its authorized representatives and agents, shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract, provided, however, that all instructions and approval with respect to the work will be given to the contractor only by the City of Waterloo through its authorized representative or agents.

3. INSPECTION

a. The contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the City of Waterloo will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

b. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.

4. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City of Waterloo free from any claims, liens, or charges. Neither the contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City of Waterloo. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

5. CONSULTANT

The Consultant on this project is Strand Associates, Inc.® who prepared Drawings and Technical Specifications for this project. The Consultant is not the City Engineer, Engineer, or Inspector as defined in these specifications. The Consultant will provide the following construction-related services for this project:

a. Requests for Information: Consultant shall respond to written requests for information submitted by Contractor requesting clarification, interpretation, or additional information pertaining to Contract Documents.

b. Shop Drawings Review: Consultant shall review shop drawings submitted by Contractor in a timely manner. Shop drawing review and approval will be only to determine if items covered in the submittals will conform to the information given in the Contract Documents.

c. Change Orders: Consultant shall review change proposals and claims for extra compensation submitted by Contractor and recommend or deny the change proposals in part, or in whole. Accepted change proposals shall form the basis of a change order to be executed between the City and the Contractor.

d. Applications for Payment: Consultant shall review applications for payment and indicate recommendation for payment or reasons refusing to recommend payment.

e. RPR: Consultant shall provide a Resident Project Representative (RPR) to represent the Consultant at the site and assist Consultant in observing the progress and quality of the Work. The RPR will act as directed by and under the supervision of the Consultant and will confer with the Consultant regarding RPR's action.

1) General: RPR's dealings in matters pertaining to the Work in general shall be with Consultant and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with City only with the knowledge of and under the direction of Consultant.

2) Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by CONTRACTOR and consult with Consultant concerning acceptability.

3) Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, and progress meetings.

4) Liaison:

a) Serve as Consultant's liaison with CONTRACTOR. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b) Assist CONSULTANT in serving as City's liaison with CONTRACTOR when CONTRACTOR's operations affect City's on-Site operations.

For more location information please visit www.strand.com

Office Locations

Brenham, Texas | 979.836.7937

Cincinnati, Ohio | 513.861.5600

Columbus, Indiana | 812.372.9911

Columbus, Ohio | 614.835.0460

Joliet, Illinois | 815.744.4200

Lexington, Kentucky | 859.225.8500

Louisville, Kentucky | 502.583.7020

Madison, Wisconsin* | 608.251.4843

Milwaukee, Wisconsin | 414.271.0771

Phoenix, Arizona | 602.437.3733

*Corporate Headquarters

STRAND ASSOCIATES®

c) Assist in obtaining from City additional details or information, when required for proper execution of the Work.

5) Interpretation of Contract Documents: Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by Consultant.

6) Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Consultant. Transmit to CONTRACTOR in writing decisions as issued by Consultant.

7) Review of Work and Rejection of Defective Work:

a) Conduct on-Site observations of CONTRACTOR's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.

b) Report to Consultant whenever RPR believes that any part of CONTRACTOR's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8) Tests and System Start-ups:

a) Observe that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof.

b) Observe, record, and report to Consultant appropriate details relative to the test procedures and systems start-ups.

9) Records:

a) Prepare a daily report or keep a diary or log book, and send periodic reports to Consultant.

10) Reports:

a) Furnish to Consultant periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b) Draft and recommend to Consultant proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CONTRACTOR.

c) Immediately notify Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

11) Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12) Certificates, Operation and Maintenance Manuals: During the course of the Work, review materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to Owner prior to payment for that part of the Work.

13) Completion:

a) Participate in Consultant's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b) Participate in Consultant's final visit to the Site to determine completion of the Work, in the company of City and CONTRACTOR, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c) Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the notice of acceptability of the work.

f. The RPR shall not:

1) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2) Exceed limitations of Consultant's authority as set forth in the Contract Documents.

3) Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.

4) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONTRACTOR's work.

5) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of City or CONTRACTOR.

6) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.

7) Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.

8) Authorize OWNER to occupy the Project in whole or in part.

g. Limitations of the Consultant

1) Consultant will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs. Consultant will not be responsible for the Contractor's failure to perform the Work in accordance with the contract documents or to comply with Laws and Regulations applicable to the performance of the Work.

2) Consultant will not be responsible for the acts or omissions of Contractor or any subcontractor, any supplier, or of any other individual or entity performing any of the Work.

3) Consultant's review of the final Application for Payment and accompanying documentation will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspection, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

6. INSURANCE

a. Contractor shall include the City and Consultant as additional insureds, using endorsement form CG 20 26 07 04, CG 20 10 07 04, or equivalent form for all additional insureds. General Liability policies shall also be endorsed with Form CG 20 37 07 04 to include the "products completed operations coverage." Endorsements or General Liability policy shall not exclude supervisory or inspection services.

b. Contractor shall also provide an additional insured endorsement for the automobile policy, Form CA 2048, or equivalent form.

c. Contractor shall also indemnify and hold harmless the Consultant in the same manner as the City of Waterloo is held harmless under this Contract.

d. The stated insurance limits in Section F.4 of the General Specifications can be obtained through individual policies or in conjunction with an umbrella policy (pay on behalf form) to arrive at the total limits requested.

FORM OF CONTRACT

CONTRACT FOR THE CONSTRUCTION OF

F.Y. 2023 WASTEWATER TREATMENT PLANT
FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO, IOWA

CITY CONTRACT NO. 1067

This contract made and entered into this _____ day of _____, 20__, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and _____ of _____, (hereinafter referred to as Contractor), WITNESSETH:

PAR. 1 Contractor agrees to build and construct the **F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation, City Contract No. 1067,** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.

PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.

PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.

PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed," be substantially complete within 150 calendar days after the date when the Contract Time commences to run, and be complete and ready for final payment within 180 calendar days after the date when the Contract Time commences, unless an extension of time is granted in writing by the Council of the City.

PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.

PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.

PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.

PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.

PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.

PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council, and is by reference made a part of this contract.

PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.

PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.

PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is **$**_____.

PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.

PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.

PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.

PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

_____
Mayor

_____
City Clerk

_____
Contractor

BY: _____

Title: _____

Approved by the City Council of the City of Waterloo, Iowa, this _____
day of _____, 20__.

ATTEST: _____, City Clerk
Waterloo, Iowa

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ of _____ _____ (the "Principal"), and _____ of _____ _____ (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of **F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation, City Contract No. 1067.** The Contract is incorporated herein by reference as though fully set forth herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" - means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.

2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.

3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of _____.

PRINCIPAL	SURETY
_____	_____
Name	Name
By: _____	By: _____
Title: _____	Title: _____
	[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and, _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20___,
a copy of which is hereto attached and made a part hereof for the construction of:

F.Y. 2023 Wastewater Treatment Plant

Final Clarifier No. 3 Rehabilitation

City of Waterloo, IA

City Contract No. 1067

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in _____ counterparts, each one of
(number)
which shall be deemed an original, this the _____ day of _____
20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

(SEAL) By _____ (s)

_____
(Address)

_____

_____
Witness as to Principal

_____
(Address)

_____
Surety

ATTEST:

By _____
Attorney-in-Fact

_____
Witness as to Surety

_____
(Address)

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

END OF SECTION

F.Y. 2022 WASTEWATER TREATMENT PLANT
FINAL CLARIFIER NO. 3 REHABILITATION

FOR THE

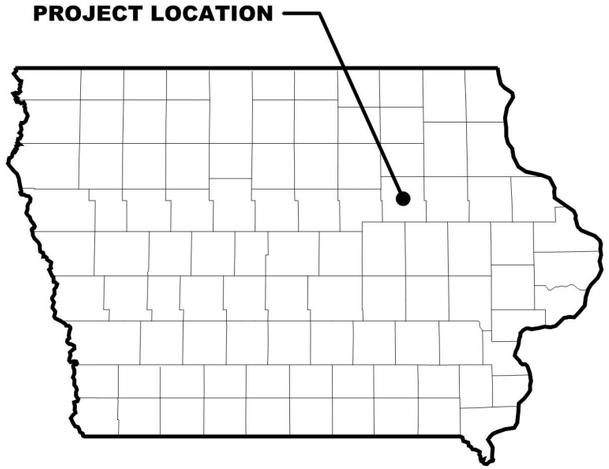
CITY OF WATERLOO, IOWA

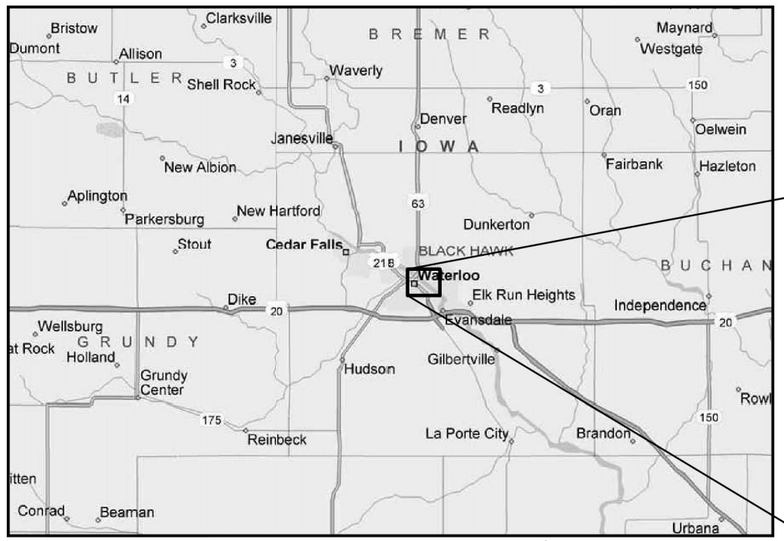
CITY CONTRACT NO. 1067

100% OWNER REVIEW - 6/7/2022

LIST OF DRAWINGS

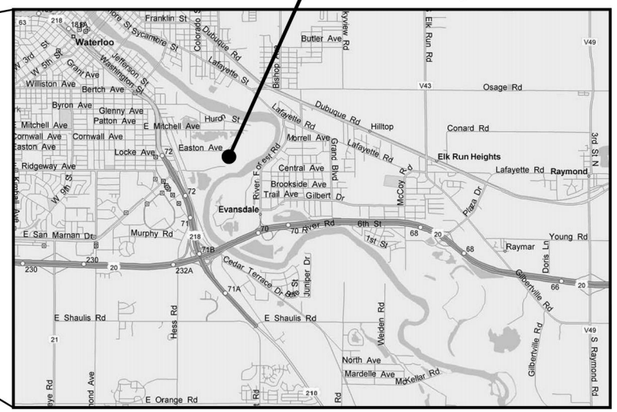
SHEET NO.	DRAWING NO.	TITLE
1	00-G0.01	TITLE SHEET, LOCATION MAPS, AND LIST OF DRAWINGS
2	00-G0.02	STANDARD SYMBOLS - 1
3	00-G0.03	STANDARD SYMBOLS - 2
4	00-G0.04	STANDARD SYMBOLS - 3
5	00-G0.05	ABBREVIATIONS
6	02-C1.01	OVERALL SITE PLAN
7	02-C1.02	DETAILED SITE PLAN
8	230-D1.01	DEMOLITION PLANS
9	230-ASME1.01	PLAN
10	230-ASME3.01	SECTIONS AND DETAILS





PROJECT LOCATION MAP
NO SCALE

WATERLOO WWTP SITE
3505 EASTON AVENUE,
WATERLOO, IA



910 West Wingra Drive
Madison, WI 53715
608-251-4843
608-251-8655 fax
www.strand.com

NOT FOR CONSTRUCTION

SHEET 1 00-G0.01

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DRAFTING SYMBOLS

DETAIL NOTATION

A / 99-ASM5.01 — DETAIL LETTER; DRAWING THAT DETAIL IS SHOWN ON

SECTION NOTATION

1 / 99-ASM3.01 — SECTION NUMBER; DRAWING THAT SECTION IS SHOWN ON

SECTION 1 / 99-ASM3.01, SCALE — SECTION NUMBER; DRAWING THAT SECTION IS SHOWN ON

ELEVATION NOTATION

A / 99-ASM2.01 — ELEVATION LETTER; DRAWING THAT ELEVATION IS SHOWN ON

EQUIPMENT IDENTIFICATION

Type / Group — TYPE OF EQUIPMENT; EQUIPMENT GROUP

NAME 9999 — ROOM IDENTIFICATION

101A — DOOR IDENTIFICATION

999 — WINDOW IDENTIFICATION

1 — KEY/SPECIFIC NOTE CALL-OUT

X — PARTITION TYPE REFERENCE

A — CENTER LINE OF BEAM-COLUMN FRAME SYSTEM

M11 — POINTS OF VIEW BEING CONSIDERED MATCH LINE

3 — REVISION

+EL 1000.00 — FINISH ELEVATION

EL 1000.00 — SPOT ELEVATION

EXISTING OBJECTS ARE SCREENED

EXISTING OBJECTS TO BE ABANDONED

EXISTING OBJECTS TO BE DEMOLISHED

HIDDEN OBJECT

FUTURE OBJECT

OBJECT SUPPLIED BY OWNER

ARCHITECTURAL SYMBOLS

EARTH

SAND, PLASTER, STUCCO

CONCRETE

BRICK

CONCRETE BLOCK

ACOUSTIC BLOCK

ASHLAR STONE VENEER

METAL

METAL LATH

WOOD-FINISH

WOOD-FRAMING

PLYWOOD

ACOUSTICAL TILE

GYPSUM BOARD

BATT INSULATION

RIGID INSULATION

GRATING

CHECKERED PLATE

HANDRAIL

TOPOGRAPHICAL SYMBOLS

AREA OF THE SITE

CORPORATE LIMITS

PROPERTY LINE AND/OR RIGHT OF WAY

RIGHT OF WAY MARKER

CONSTRUCTION EASEMENT ON SEWER AND WATER PLANS

PERMANENT EASEMENT ON SEWER AND WATER PLANS

SECTION LINE

CENTER LINE

BENCH MARK

SOIL BORING

PROPERTY STAKE

PRIVATE WELL

EXISTING UTILITY POLE

NEW UTILITY POLE

BURIED TELEPHONE CABLE PEDESTAL

SIGN

LIGHT POLE

DECIDUOUS TREE

CONIFEROUS TREE

DECIDUOUS SHRUBS

CONIFEROUS SHRUBS

INTERMITTENT STREAM

STREAM OR RIVER

WETLAND AREA

RAILROAD – LARGE SCALE

BRIDGE

EXISTING CULVERT

SILT FENCE

FENCE

GUARD RAIL

CURB, GUTTER AND INLET

REJECT CURB

960 — PROPOSED CONTOUR LINES

960 — EXISTING CONTOUR LINES

EXISTING DEPRESSION

TOP OF CUT OR BERM

UNDERGROUND UTILITY SYMBOLS

6" W — NEW WATER MAIN AND VALVE MANHOLE

6" W — WATER MAIN AND VALVE IN ROAD BOX

6" W — EXISTING WATER MAIN AND FIRE HYDRANT

6" W — NEW WATER MAIN AND FIRE HYDRANT WITH AUXILIARY VALVE

6" S — EXISTING SANITARY SEWER AND MANHOLE

6" S — NEW SANITARY SEWER AND MANHOLE

6" ST — EXISTING STORM SEWER AND MANHOLE (I-INLET)

6" ST — NEW STORM SEWER AND MANHOLE (I-INLET)

6" F — FORCE MAIN

F — VALVE MANHOLE ON FORCE MAIN

S — WYE BRANCH

S — R — RISER

S — MR — MODIFIED RISER

T — TELEPHONE OR TV CABLE AND MANHOLE

2" G — GAS MAIN

E — UNDERGROUND ELECTRIC CABLE

W / S / F — EXISTING WATER MAIN, SEWER MANHOLE, AND FORCE MAIN IN PROFILE

W / S / F — NEW WATER MAIN, SEWER, MANHOLE AND FORCE MAIN IN PROFILE

CULVERT IN PROFILE

NEW GRADE LINE

SLOPE INTERCEPT

ORIGINAL GROUND IN PROFILE

ROCK IN PROFILE

SURVEY OR REFERENCE LINE

165° — POINT OF INTERSECTION

POINT ON REFERENCE LINE

BUILDING IN PROFILE

DIRECTION OF TRAFFIC

CAUTION — NOTATION FOR COMBUSTIBLE FLUIDS

PIPING SYMBOLS

FLANGE JOINT

GROOVED JOINT

MECHANICAL JOINT

PUSH – ON JOINT

RUBBER EXPANSION JOINT

SOLVENT WELD OR THREADED JOINT

PIPE COUPLING WITH TENSION TIES

SMALL DIAMETER PIPE

WALL PIPE

WALL SLEEVE

FABRICATED WALL SLEEVE

SHUT OFF VALVE

FLOOR STAND IN PLAN

STOP PLATE – EMBEDDED

SLIDE GATE – EMBEDDED

SLIDE GATE – SURFACE MOUNTED

SLUICE GATE

P/VR — PRESSURE/VACUUM RELIEF

LIQUID RING COMPRESSOR

OP — ORIFICE PLATE

M — MANOMETER

FD — FLOOR DRAIN

RD — ROOF DRAIN

HD — HUB DRAIN

HOSE BIBB

WATER HAMMER ARRESTER

8 — WATER SUPPLY/DRAINAGE FIXTURE UNITS

THERMOMETER

TRAP PRIMER

YARD HYDRANT

PIPING DESIGNATIONS

A — AIR

CA — COMPRESSED AIR

CW — COLD WATER

CWR — COLD WATER RETURN

CWS — COLD WATER SUPPLY

DEW — DISINFECTED EFFLUENT WATER

G — NATURAL GAS PIPING

HW — HOT WATER

HHWR — HEATING HOT WATER RETURN

HHWS — HEATING HOT WATER SUPPLY

LPC — LOW PRESSURE CONDENSATE

LPS — LOW PRESSURE STEAM

NPW — NONPOTABLE WATER

RL — REFRIGERANT LIQUID

RS — REFRIGERANT SUCTION

SPD — SUMP PUMP DISCHARGE

SW — SOFT WATER

VENT PIPE

WASTE BELOW GRADE

WASTE ABOVE GRADE

STORM BELOW GRADE

STORM ABOVE GRADE

PIPING SYMBOLS

ELBOW DOWN

ELBOW UP

M — METER

STRAINER

TEE DOWN

TEE UP

UNION

GAS PRESSURE REGULATOR

PI — PRESSURE INDICATOR

PT — PRESSURE TRANSMITTER

TE — TEMPERATURE ELEMENT

TI — TEMPERATURE INDICATOR

TT — TEMPERATURE TRANSMITTER

MANUAL AIR VENT

CONCENTRIC REDUCER

ECCENTRIC REDUCER

FLEXIBLE CONNECTOR

VALVE SYMBOLS

AIR PRESSURE RELIEF VALVE

BALANCING VALVE

BALL VALVE

BALL CHECK VALVE

BUTTERFLY VALVE

CHECK VALVE

GAS SHUTOFF PLUG VALVE

GATE VALVE

GLOBE VALVE

LP — LOW PRESSURE CHECK VALVE

PRESSURE REDUCING VALVE

PVR — PRESSURE RELIEF VALVE

TELESCOPIC VALVE

3-WAY VALVE

TRIPLE DUTY VALVE

NOT FOR CONSTRUCTION

NO.	REVISIONS	DATE:
1	100% OWNER REVIEW	6/2/2022

STANDARD SYMBOLS - 1

F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 1067

JOB NO. 4463.016

PROJECT MGR. RANDALL A. WIRTZ

STRAND ASSOCIATES®

SHEET 2
00-G0.02

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ELECTRICAL SYMBOLS

LIGHTING

- FIXTURE SYMBOL (TYPICAL) A–INDICATES FIXTURE TYPE 2–INDICATES CIRCUIT NUMBER b–INDICATES SWITCHING SOLID CIRCLE INDICATES ALWAYS ON
- SURFACE OR PENDANT MOUNTED
- WALL MOUNTED
- 1X4 SURFACE OR PENDANT MOUNTED LINEAR
- 1X8 SURFACE OR PENDANT MOUNTED LINEAR
- WALL MOUNTED LINEAR
- 1X4 RECESSED LINEAR
- 2X2 RECESSED LINEAR
- 2X4 RECESSED LINEAR
- RECESSED CAN
- EXIT, SURFACE, PENDANT OR RECESSED
- EXIT, WALL
- EMERGENCY LIGHTING

POWER AND ONE–LINE DIAGRAM SYMBOLS

- CIRCUIT NUMBER (TYPICAL)
- OTHERWISE SHOWN PANEL DESIGNATION (TYP.)
- DUPLEX, 120 VOLT, WP INDICATES WEATHERPROOF
- DUPLEX, 120 VOLT, ABOVE FURNITURE
- DOUBLE DUPLEX, 120 VOLT, ABOVE FURNITURE
- DOUBLE DUPLEX, 120 VOLT
- EWC — SINGLE CONVENIENCE, 120 VOLT FOR ELECTRIC WATER COOLER
- EXPLOSION–PROOF, ABOVE FURNITURE
- EXPLOSION–PROOF
- FIXED EQUIPMENT CONNECTION
- POWER OUTLET, VOLTAGE & AMPERAGE AS INDICATED
- AUTOMATIC TRANSFER SWITCH
- CIRCUIT BREAKER
- PANELBOARD
- FUSE
- METER
- DRAW–OUT TYPE CIRCUIT BREAKER
- X:YA — CURRENT TRANSFORMER, X:YA INDICATES RATIO
- PROTECTIVE RELAY *: SEE LEGEND
- TRANSFORMER
- DISCONNECT SWITCH
- CIRCUIT BREAKER INTERLOCK *: K = KIRK KEY, E = ELECTRONIC

FIRE ALARM AND DETECTION SYMBOLS

- FACP — FIRE ALARM CONTROL PANEL
- FAAP — FIRE ALARM ANNUNCIATOR PANEL
- STROBE; WALL MOUNT — STROBE CANDELA RATING 80" AFF
- HORN STROBE; WALL MOUNT — STROBE CANDELA RATING 80" AFF
- SPEAKER STROBE; WALL MOUNT — STROBE CANDELA RATING 80" AFF
- HORN; WALL MOUNT
- SPEAKER; WALL MOUNT
- STROBE; CEILING MOUNT — STROBE CANDELA RATING
- HORN STROBE; CEILING MOUNT — STROBE CANDELA RATING
- SPEAKER STROBE; CEILING MOUNT — STROBE CANDELA RATING
- ARA — AREA OF RESCUE ASSISTANCE
- EMERGENCY TELEPHONE SYSTEM
- H — HEAT DETECTOR; CEILING MOUNT
- 2 — SMOKE DETECTOR; CEILING MOUNT
- 2R — ELEVATOR RECALL SMOKE DETECTOR
- NOX — NITROUS OXIDE SENSOR
- CO — CARBON MONOXIDE SENSOR
- DSD — SWITCH INDICATION; DUCT SMOKE DETECTOR; DUCT SIZE
- RTS — REMOTE TEST SWITCH; SWITCH INDICATION
- FIRE ALARM PULL STATION
- SFS — SPRINKLER FLOW SWITCH
- TM — SPRINKLER VALVE TAMPER SWITCH
- B — FIRE ALARM BELL

EQUIPMENT AND WIRING

- DISCONNECT, F=FUSED, B=CIRCUIT BREAKER, BLANK=NON–FUSED
- CIRCUIT BREAKER COMBINATION STARTER
- J — JUNCTION BOX
- T — LINE VOLTAGE THERMOSTAT
- P–01–01 — 480V LOAD, REFER TO MCC/PANEL SCHEDULE FOR EQUIPMENT NUMBER
- SOLENOID VALVE

SWITCHES

- $# — SINGLE POLE
  - #: (BLANK) = SINGLE POLE, 2 = TWO–WAY, 3 = THREE–WAY, 4 = FOUR–WAY, K = KEYED, D = DIMMER, M = MANUAL MOTOR SWITCH (3 PHASE), P = SWITCH WITH PILOT LIGHT, WP = WEATHERPROOF
- LC — LIGHTING CONTROL STATION
- PC — PHOTOCELL

TECHNOLOGY SYMBOLS

- (*) — DATA JACK; * = # OF JACKS
- (*) — POTS ANALOG PHONE JACK; * = # OF JACKS
- (*P *D) — POTS ANALOG PHONE AND DATA JACKS; * = # OF JACKS
- VOIP — WALL MOUNT VOIP PHONE JACK ABOVE FURNITURE
- WALL MOUNT POTS ANALOG PHONE JACK ABOVE FURNITURE
- SCADA NETWORK JACK
- 2–POST DATA RACK
- COAX CABLE JACK
- POWER POLE
- PA H — PA SYSTEM HORN; 10'–0" AFF
- PA S — PA SYSTEM SPEAKER
- A — CEILING MOUNT SPEAKER A=SPEAKER TYPE
- K — KEY PAD
- GBD — GLASS BREAK DETECTOR
- MS — MOTION SENSOR
- P — PUSH BUTTON
- ES — ELECTRIC STRIKE
- ML — MAGNETIC LOCK
- I — INTERCOM STATION
- OS — OCCUPANCY SENSOR, CEILING, OR WALL SEE SPECIFICATION FOR SENSOR TYPE
- YE — CARD READER
- RVC — REMOTE VOLUME CONTROL
- FIX — FIXED SECURITY CAMERA
- PTZ — PAN, TILT, ZOOM SECURITY CAMERA
- PAN — PANORAMIC SECURITY CAMERA
- * H — ALARM HORN; WALL MOUNT *: GD=GAS DETECTION SYSTEM, VM=VENTILATION MONITORING SYSTEM
- * — ENTRANCE LIGHT/STROBE; WALL MOUNT *: GD=GAS DETECTION SYSTEM, VM=VENTILATION MONITORING SYSTEM
- OMNI–DIRECTIONAL ANTENNA
- DIRECTIONAL (YAGI) ANTENNA

SITE SYMBOLS

- E — UNDERGROUND ELECTRIC
- OH — OVERHEAD ELECTRIC
- C — CABLE TELEVISION SERVICE
- T — TELEPHONE SERVICE
- FO — FIBER OPTIC CABLE
- UTILITY POLE

MECHANICAL/HVAC SYMBOLS

DAMPER AND ACTUATOR SYMBOLS

- M — AUTOMATIC DAMPER
- BDD — BACKDRAFT DAMPER
- MANUAL VOLUME DAMPER
- FD — 1–1/2 HR. FIRE DAMPER
- M — MOTOR (ELECTRIC)
- P — PNEUMATIC
- S — SOLENOID

DUCTWORK SYMBOLS

- SUPPLY DUCT (UP OR SECTION)
- SUPPLY OR OUTSIDE AIR DUCT (DOWN/OR AWAY)
- EXHAUST DUCT (UP OR SECTION)
- EXHAUST OR RETURN DUCT (DOWN/OR AWAY)
- ROUND DUCTWORK UP
- ROUND DUCTWORK DOWN
- FLEXIBLE CANVAS CONNECTION
- TURNING VANES

FIELD MOUNTED HVAC CONTROLS

- T — THERMOSTAT
- H — ROOM HUMIDISTAT
- P — PRESSURE SENSOR
- S — ROOM SENSOR
- S — DUCT SMOKE DETECTOR
- PRESSURE GAUGE

EQUIPMENT SYMBOLS

- ACU — ACCUMULATOR
- AIR FLOW DIRECTION
- BASE MOUNTED PUMP
- BLOWER
- CEILING DIFFUSER WITH FLEXIBLE DUCT
- CENTRIFUGAL PUMP
- CONNECT TO EXISTING
- DT — DRIP TRAP
- DUCT BOOST COIL
- Type Group — EQUIPMENT TAG
- FA — FLAME ARRESTER
- FC — FLAME CELL
- FT — FLAME TRAP ASSEMBLY
- G — GRINDER
- INLINE PUMP
- POSITIVE DISPLACEMENT PUMP
- ROOF EXHAUST FAN
- UNIT HEATER
- VARIABLE AIR VOLUME (VAV) BOX WITH ELECTRIC REHEAT COIL
- VARIABLE AIR VOLUME (VAV) BOX WITH HEATING HOT WATER REHEAT COIL
- FLOATING MIXER
- SCREW CONVEYOR

NOT FOR CONSTRUCTION

NO.	REVISIONS	DATE:
1	100% OWNER REVIEW	6/2/2022

STANDARD SYMBOLS - 2

F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 1067

JOB NO. 4463.016

PROJECT MGR. RANDALL A. WIRTZ

STRAND ASSOCIATES®

SHEET 3
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INTERNATIONAL SOCIETY OF AUTOMATION DEFINITION TABLE

LETTER	FIRST LETTER (S)		SUCCEEDING LETTERS		
	PROCESS OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS (+)		ALARM		
B	BURNER, COMBUSTION		USER'S CHOICE (+)	USER'S CHOICE (+)	USER'S CHOICE (+)
C	USER'S CHOICE (+)			CONTROL	CLOSE
D	USER'S CHOICE (+)	DIFFERENTIAL			DEVIATION
E	VOLTAGE		PRIMARY ELEMENT		
F	FLOW, FLOW RATE	RATIO			
G	USER'S CHOICE (+)		GLASS, GAUGE	GATE	
H	HAND (MANUAL)				HIGH
I	CURRENT		INDICATE		
J	POWER	SCAN			
K	TIME, SCHEDULE	TIME RATE		CONTROL STATION	
L	LEVEL		LIGHT (PILOT)		LOW
M	USER'S CHOICE (+)				MIDDLE
N	USER'S CHOICE (+)		USER'S CHOICE (+)	USER'S CHOICE (+)	USER'S CHOICE (+)
O	USER'S CHOICE (+)		ORIFICE, RESTRICTION		OPEN
P	PRESSURE		POINT (TEST CONNECTION)		
Q	QUANTITY (+)	INTEGRATE	INTEGRATE		
R	RADIATION		RECORD		RUN
S	SPEED, FREQUENCY	SAFETY		SWITCH	STOP
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE (+)		MULTIFUNCTION (+)	MULTIFUNCTION (+)	
V	VISCOSITY, VIBRATION			VALVE, DAMPER	
W	WEIGHT, FORCE		WELL, PROBE		
X	UNCLASSIFIED (+)	X-AXIS	UNCLASSIFIED (+)	UNCLASSIFIED (+)	UNCLASSIFIED (+)
Y	EVENT,STATE, PRESENCE (+)	Y-AXIS		RELAY, COMPUTE (+)	
Z	POSITION, DIMENSION	Z-AXIS		DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT	

(+) WHEN USED, EXPLANATION IS SHOWN ADJACENT TO INSTRUMENT SYMBOL. SEE ABBREVIATIONS AND LETTER SYMBOLS.

DEVICE TAG NAMING & DESCRIPTORS

EQUIPMENT

TAG NAMING: W-X-Y-Z
- W = TYPE OF EQUIPMENT
- X = UNIT PROCESS NUMBER
- Y = LOOP NUMBER
- Z = UNIT NUMBER

EQUIPMENT ABBREVIATIONS:
- G GATE
- M MECHANICAL EQUIPMENT
- P PUMP
- T TANK

MANUAL VALVES

TAG NAMING: W-XY-Z
- W = TYPE OF VALVE
- XY = STRUCTURE NUMBER
- Z = UNIT NUMBER

CONTROL & INSTRUMENTATION

TAG NAMING: TRC-W-X-Y-Z
- T = FIRST LETTER FROM ISA DEFINITION TABLE
- RC = SUCCEEDING LETTERS FROM ISA DEFINITION TABLE
- W = UNIT PROCESS NUMBER
- X = LOOP NUMBER
- Y = UNIT NUMBER
- Z = SECOND UNIT NUMBER (WHEN THERE IS MORE THAN ONE UNIT WITH THE SAME W, X, AND Y DESIGNATIONS)

ADDITIONAL DESCRIPTORS:
- A = NUMBER OF UNITS DEPICTED (BLANK IF ONE)
- B = NUMBER OF SETS DEPICTED (BLANK IF ONE)
- D = SUPPLEMENTAL DESCRIPTION (REFER TO INSTRUMENT-SPECIFIC ELECTRICAL ABBREVIATIONS)

INSTRUMENTATION AND CONTROL DEVICE SYMBOLS

DEVICE TYPE / DEVICE LOCATION	FIELD	FRONT-OF-PANEL INSTRUMENT OR CONTROL DEVICE	FRONT-OF-PANEL PILOT INDICATING DEVICE	BACK-OF-PANEL INSTRUMENT OR CONTROL DEVICE	NORMALLY ACCESSIBLE SCADA SYSTEM OR HMI FUNCTION	NOT NORMALLY ACCESSIBLE SCADA SYSTEM OR HMI FUNCTION
FIELD	D TRC WXYZ (A)(B)					
PRIMARY SCADA SYSTEM OR OTHER LOCAL (FIELD) CONTROL PANEL		D TRC WXYZ (A)(B)	D TRC WXYZ (A)(B)	D TRC WXYZ (A)(B)	D TRC WXYZ (A)(B)	D TRC WXYZ (A)(B)
AUXILIARY MOTOR CONTROL CENTER OR OTHER LOCAL (FIELD) MOTOR CONTROL PANEL		D TRC WXYZ (A)(B)	D TRC WXYZ (A)(B)	D TRC WXYZ (A)(B)	D TRC WXYZ (A)(B)	D TRC WXYZ (A)(B)

SPECIAL CASES



HARDWIRED INTERLOCK

STARTER/VFD (X=TYPE)

OPERATOR INTERFACE PANEL

NOT FOR CONSTRUCTION

NO.	REVISIONS	DATE:
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STANDARD SYMBOLS - 3

F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
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GENERAL EQUIPMENT ABBREVIATIONS

AC	AIR COMPRESSOR
ACU	ACCUMULATOR
ADT	AUTOMATIC DRIP TRAP
AFT	AUTOMATIC FILTER
AOV	AIR OPERATED VALVE
AM	ANOXIC MIXER
AST	AUTOMATIC STRAINER
BSLP	BLENDED SLUDGE PUMP
B	BLOWER
BC	BRIDGE CRANE
BFP	BELT FILTER PRESS
BFPFP	BFP FEED PUMP
BFV	BUTTERFLY VALVE
BLP	BIOSOLIDS LOADING PUMP
BLR	BOILER
BP	BOOSTER PUMP
BSLMP	BLENDED SLUDGE MIXING PUMP
BSLP	BLENDED SLUDGE PUMP
BSTM	BIOSOLIDS STORAGE MIXER
BTP	BIOSOLIDS TRANSFER PUMP
CENT	CENTRIFUGE
CNTP	CENTRATE PUMP
CENTP	CENTRIFUGE FEED PUMP
CP	CHEMICAL PUMP
COMP	COMPRESSOR
CON	CONVEYOR
DBC	DEWATERED BIOSOLIDS CONVEYOR
DCP	DECANT PUMP
DEWP	DISINFECTED EFFLUENT PUMP
DP	DRAINAGE PUMP
DRLP	DIGESTER RECIRCULATION PUMP
DSLMP	DIGESTER MIXING PUMP
DSLTP	DIGESTED SLUDGE TRANSFER PUMP
DT	DRIP TRAP
DOW	DOWNWARD OPENING WEIR GATE
EFC	EXCESS FLOW CLARIFIER
EFP	EXCESS FLOW PUMP
EFSP	EXCESS FLOW SOLIDS PUMP
EP	EFFLUENT PUMP
FC	FINAL CLARIFIER
FCD	FINAL CLARIFIER DRIVE
FEP	FINAL EFFLUENT PUMP
FILT	FILTER
FM	FLOW METER
FT	FLAME TRAP
GBT	GRAVITY BELT THICKENER
GC	GRIT CLASSIFIER
GFM	GAS FLOW METER
GCS	GAS COMPRESSOR SKID
GP	GRIT PUMP
GRN	GRINDER
GT	GRIT TRAP
GUH	GAS UNIT HEATER
GW	GRIT WASHER
H	HOIST
HBT	HYDROPNEUMATIC BOOSTER TANK
HTX	HEAT EXCHANGER
IP	INFLUENT PUMP
MA	MOTORIZED ACTUATOR
MBV	MOTORIZED BALL VALVE
MFS	MECHANICAL FINE SCREEN
MIX	MIXER
MOV	MOTOR OPERATED VALVE
MP	MIXING PUMP
MPE	MISCELLANEOUS PROCESS EQUIPMENT
MST	MANUAL STRAINER
MT	MICROTURBINE
NRP	NITRATE RECYCLE PUMP
OCD	OVERHEAD COILING DOOR
OCE	ODOR CONTROL EQUIPMENT
ODE	OXIDATION DITCH EQUIPMENT
PC	PROGRESSING CAVITY PUMP
PCD	PRIMARY CLARIFIER DRIVE
PCFD	PRIMARY CLARIFIER FLOCCULATOR DRIVE
PF	POLYMER FEEDER
PFP	POLYMER FEED PUMP
PLWP	PLANT WATER PUMP
PRCP	PHOSPHORUS REMOVAL CHEMICAL PUMP
PRCT	PHOSPHORUS REMOVAL CHEMICAL TANK
PREP	PRIMARY EFFLUENT PUMP
PRFP	PROCESS RETURN FLOW PUMP
PRSP	PRIMARY SLUDGE PUMP
PTP	POLYMER TRANSFER PUMP
RAD	REFRIGERATED AIR DRYER
RASP	RETURN ACTIVATED SLUDGE PUMP
RDT	ROTARY DRUM THICKENER
RDTP	ROTARY DRUM THICKENER FEED PUMP
RM	RAPID MIXER
SA	SAMPLER
SBFP	SODIUM BISULFITE FEED PUMP
SBST	SODIUM BISULFITE STORAGE TANK
SCMP	SCUM PUMP
SCW	SCREENINGS WASHER
SEJ	SEWAGE EJECTOR
SG	SLIDE GATE
SHFP	SODIUM HYPOCHLORITE FEED PUMP
SHST	SODIUM HYPOCHLORITE STORAGE TANK
SLG	SLUICE GATE
SP	SUMP PUMP
SRT	SILOXANE REMOVAL TANK
SSC	SCREENINGS SCREW CONVEYOR
STCP	STRUVITE CHEMICAL PUMP
STG	STOP GATE
STR	STRAINER
SV	SOLENOID VALVE
SWP	SCREENINGS WASHER/PRESS
TV	TELESCOPING VALVE
TWASP	TWAS PUMP
UV	ULTRAVIOLET DISINFECTION
WASP	WAS PUMP

FLUID ABBREVIATIONS

A	AIR
BSL	BLENDED SLUDGE
CA	COMPRESSED AIR
CDG	COMPRESSED DIGESTER GAS
CLS	CHLORINE SOLUTION
CNT	CENTRATE
CW	COLD WATER
CWR	CHILLED WATER RETURN
CWS	CHILLED WATER SUPPLY
D	DRAIN
DCT	DECANT
DG	DIGESTER GAS
DIV	DIVERSION
DRL	DIGESTER RECIRCULATION
DS	DIGESTER SUPERNATANT
DSL	DIGESTED SLUDGE
DSL MD	DIGESTER SLUDGE MIXER DISCHARGE
DSL MS	DIGESTER SLUDGE MIXER SUCTION
DWS	DEWATERED SLUDGE
EF	EXCESS FLOW
EFS	EXCESS FLOW SOLIDS
FE	FINAL EFFLUENT
F	FORCE MAIN
G	NATURAL GAS
GR	GRIT
GTS	GRAVITY THICKENER SUPERNATANT
HOCL	HYPOCHLORITE
HW	HOT WATER
HWR	HOT WATER RETURN
HWS	HOT WATER SUPPLY
ML	MIXED LIQUOR
NAOH	SODIUM HYDROXIDE
OF	OVERFLOW
OC	ODOR CONTROL
PDP	PERFORATED DRAIN PIPE
PE	PLANT EFFLUENT
PEC	POLYELECTROLYTE CHEMICAL
PI	PLANT INFLUENT
PRC	PHOSPHORUS REMOVAL CHEMICAL
PRE	PRIMARY EFFLUENT
PRF	PROCESS RETURN FLOW
PRI	PRIMARY INFLUENT
PSD	PRIMARY SLUDGE
PSM	PRIMARY SCUM
PSS	PLANT SANITARY SEWER
PWR	PROCESS WATER RETURN
PWS	PROCESS WATER SUPPLY
RAS	RETURN ACTIVATED SLUDGE
RW	RAW WASTEWATER
SAM	SAMPLE
SAN	SANITARY SEWER
SB	SODIUM BISULFITE
SCM	SCUM
SCMD	SCUM DECANT
SE	SECONDARY EFFLUENT
SH	SODIUM HYPOCHLORITE
SL	SLUDGE
SPD	SUMP PUMP DISCHARGE
ST	STORM SEWER
STC	STRUVITE CHEMICAL
SW	SERVICE WATER
SWS	SEAL WATER SUPPLY
TAS	THICKENED ACTIVATED SLUDGE
TSL	THICKENED SLUDGE
TWAS	THICKENED WASTE ACTIVATED SLUDGE
V	VENT
W1	POTABLE WATER
W2	NONPOTABLE WATER
W3	DISINFECTED EFFLUENT WATER
WAS	WASTE ACTIVATED SLUDGE
WML	WASTE MIXED LIQUOR

PLUMBING ABBREVIATIONS

AEW	APRON END WALL
BF	BLIND FLANGE
CA	COMPRESSED AIR
CB	CATCH BASIN
CD	CONDENSATE DRAIN
CI	CAST IRON
CO	CLEAN OUT
COND	CONDENSATE
CPVC	CHLORINATED POLYVINYL CHLORIDE
CW	COLD WATER
D	DRAIN
DCBP	DOUBLE CHECK BACKFLOW PREVENTER
DF	DRINKING FOUNTAIN
DFU	DRAINAGE FIXTURE UNIT
DI	DUCTILE IRON
ESEW	EMERGENCY SHOWER EYEWASH
EW	EYEWASH
EWC	ELECTRIC WATER COOLER
FCO	FLOOR CLEAN OUT
FD	FLOOR DRAIN
FOR	FUEL OIL RETURN
FOS	FUEL OIL SUPPLY
HB	HOSE BIBB
HD	HUB DRAIN
HDPE	HIGH DENSITY POLYETHYLENE
HHWR	HEATING HOT WATER RETURN
HHWS	HEATING HOT WATER SUPPLY
HR	HOSE REEL
HWL	HIGH WATER LEVEL
HW	HOT WATER
HWR	HOT WATER RETURN
IE	INVERT ELEVATION
IWP	INDIRECT WASTE PIPE
L	LAVATORY
MB	MOP BASIN
MH	MANHOLE
MV	MUD VALVE
PHW	PROCESS HOT WATER
P	PUMP
POC	POINT OF CONNECTION
PRV	PRESSURE REDUCING VALVE
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PVR	PRESSURE VACUUM RELIEF ASSEMBLY
QC	QUICK CONNECT
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
RZBP	REDUCED ZONE BACKFLOW PREVENTER
S	SINK
SD	SHOWER DRAIN
SEJ	SEWAGE EJECTOR
SHR	SHOWER
SP	SUMP PUMP
SS	STAINLESS STEEL
SV	SOLENOID VALVE
SVS	SERVICE SINK
T	TANK
TD	TRENCH DRAIN
TW	TANK WATER
U	URINAL
V	VENT
VB	VACUUM BREAKER
VCP	VITRIFIED CLAY PIPE
VTR	VENT THRU ROOF
WCO	WALL CLEANOUT
WC	WATER CLOSET
WH	WATER HEATER
WS	WATER SOFTENER
WSFU	WATER SERVICE FIXTURE UNIT

GENERAL/HVAC ABBREVIATIONS

ACH	AIR CHANGES PER HOUR
AFF	ABOVE FINISHED FLOOR
ALT	ALTERNATE
AP	ACCESS PANEL
BTU	BRITISH THERMAL UNIT
BTUH	BRITISH THERMAL UNIT PER HOUR
CFM	CUBIC FEET PER MINUTE
CLG	CEILING
COND	CONDENSATE
DAT	DISCHARGE AIR TEMPERATURE
DB	DRY BULB TEMPERATURE
DDC	DIRECT DIGITAL CONTROL
DG	DOOR GRILLE
DX	DIRECT EXPANSION
EA	EXHAUST AIR
EAT	ENTERING AIR TEMPERATURE
EL	ELEVATION
ESP	EXTERNAL STATIC PRESSURE
EWT	ENTERING WATER TEMPERATURE
FC	FAIL CLOSED
FLA	FULL LOAD AMPS
FO	FAIL OPEN
FPI	FINS PER INCH
FPM	FEET PER MINUTE
FT	FEET
GA	GAUGE
GPM	GALLONS PER MINUTE
LAT	LEAVING AIR TEMPERATURE
LWT	LEAVING WATER TEMPERATURE
MBH	THOUSANDS OF BTU PER HOUR
MC	MECHANICAL CONTRACTOR
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
NPT	NATIONAL PIPE THREAD
NTS	NOT TO SCALE
OA	OUTSIDE AIR
OC	ON CENTER
OV	OUTLET VELOCITY
PD	PRESSURE DROP
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH GAUGE
RA	RETURN AIR
RPM	REVOLUTIONS PER MINUTE
SA	SUPPLY AIR
SP	STATIC PRESSURE

HVAC EQUIPMENT ABBREVIATIONS

ACCU	AIR COOLED CONDENSING UNIT
AFR	ARCHITECTURAL FINE TUBE RADIATION
AHU	AIR HANDLING UNIT
AS	AIR SEPARATOR
BLR	BOILER
BB	BASEBOARD
C	CONVECTOR
CD	CEILING DIFFUSER
CHILL	CHILLER
CT	COOLING TOWER
CUH	CABINET UNIT HEATER
CWP	CHILLED WATER PUMP
DC	DRY COOLER
DH	DEHUMIDIFIER
DL	DRUM LOUVER
EBB	ELECTRIC BASEBOARD
EDH	ELECTRIC DUCT HEATER
EF	EXHAUST FAN
EG	EXHAUST GRILLE
EJ	EXPANSION JOINT
EL	EXPANSION LOOP
ER	EXHAUST REGISTER
ERC	ELECTRIC REHEAT COIL
ERU	ENERGY RECOVERY UNIT
EUH	ELECTRIC UNIT HEATER
EWH	ELECTRIC WALL HEATER
FCU	FAN COIL UNIT
FD	FIRE DAMPER
FR	FINNED TUBE RADIATION
FUR	FURNACE
GDF	GAS DUCT FURNACE
GRV	GRAVITY ROOF VENTILATOR
GUH	GAS UNIT HEATER
HC	HEATING COIL
HP	HEAT PUMP
HRP	HEAT RECOVERY PUMP
HU	HUMIDIFIER
HWH	HOT WATER UNIT HEATER
HWP	HOT WATER PUMP
HTX	HEAT EXCHANGER
ICF	INDUSTRIAL CEILING FAN
IR	INFRARED HEATER
L	LOUVER
MAU	MAKE-UP AIR UNIT
P	PUMP
PWP	PROCESS WATER PUMP
RF	RETURN FAN
RG	RETURN GRILLE
RR	REGISTER
RTU	ROOFTOP UNIT
SD	SUCTION DIFFUSER
SF	SUPPLY FAN
SG	SUPPLY GRILLE
SR	SUPPLY REGISTER
ST	STEAM TRAP
SUH	STEAM UNIT HEATER
TCP	TEMPERATURE CONTROL PANEL
TG	TRANSFER GRILLE
UH	UNIT HEATER
UV	UNIT VENTILATOR
VAV	VARIABLE AIR VOLUME BOX
VD	VOLUME DAMPER
VFD	VARIABLE FREQUENCY DRIVE
WSHP	WATER SOURCE HEAT PUMP
XT	EXPANSION TANK

GENERAL ELECTRICAL ABBREVIATIONS

A	AMPERE
AF	AMPERE FRAME
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHJ	AUTHORITY HAVING JURISDICTION
AIC	AMPERE INTERRUPTING CAPACITY
AL	ALUMINUM
AT	AMPERE TRIP
ATS	AUTOMATIC TRANSFER SWITCH
A/V	AUDIO VISUAL
AWG	AMERICAN WIRE GAUGE
BLDG	BUILDING
C	CONDUIT
CAT	CATALOG
CATV	CABLE TELEVISION
CB	CIRCUIT BREAKER
CCT	CIRCUIT
CCTV	CLOSED CIRCUIT TELEVISION
CPP	COPPER PATCH PANEL
CR	CARD READER
CT	CURRENT TRANSFORMER
CU	COPPER
DC	DIRECT CURRENT
DISC	DISCONNECT
DWG	DRAWING
E	EMERGENCY
EMH	ELECTRIC MANHOLE
EMT	ELECTRICAL METALLIC TUBING
EOL	END OF LINE DEVICE
EWC	ELECTRIC WATER COOLER
EX	EXISTING
FAAP	FIRE ALARM ANNUNCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL
FLA	FULL LOAD AMPERES
FPCP	FIRE PUMP CONTROL PANEL
FPP	FIBER PATCH PANEL
FR	FIRE RETARDANT
FT	FEET
FDA	FOOD AND DRUG ADMINISTRATION
FVNR	FULL-VOLTAGE NON-REVERSING
FVR	FULL-VOLTAGE REVERSING
GND	GROUND
GFI	GROUND FAULT INTERRUPTER
GFPE	GROUND FAULT EQUIPMENT PROTECTION
GFCI	GROUND FAULT CKT INTERRUPTER
GRS	GALVANIZED RIGID STEEL
HP	HORSEPOWER
HV	HIGH VOLTAGE
HZ	HERTZ
IMC	INTERMEDIATE METAL CONDUIT
JB	JUNCTION BOX
KVA	KILOVOLT AMPERES
KVAR	KILOVOLT AMPERES REACTIVE
KW	KILOWATT
LP	LIGHTING PANEL
LTG	LIGHTING
LV	LOW VOLTAGE
MC	METAL CLAD
MCC	MOTOR CONTROL CENTER
MCB	MAIN CIRCUIT BREAKER
MCCB	MOLDED CASE CIRCUIT BREAKER
MCM	THOUSAND CIRCULAR MILS
MCP	MOTOR CIRCUIT PROTECTOR
MDP	MAIN DISTRIBUTION PANELBOARD
MISC	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MO	MOTOR OPERATED
MTS	MANUAL TRANSFER SWITCH
MV	MEDIUM VOLTAGE
MW	MEGAWATT
N	NEUTRAL
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NAC	NOTIFICATION APPLIANCE CIRCUIT PANEL
NEC	NATIONAL ELECTRIC CODE
NM	NONMETALLIC
NO	NORMALLY OPEN
NS	NETWORK SWITCH
NSF	NATIONAL SANITARY FOUNDATION
NTS	NOT TO SCALE
OCB	OIL CIRCUIT BREAKER
PR	PAIR
P	POLE
PB	PULL BOX
ø	PHASE
PLC	PROGRAMMABLE LOGIC CONTROLLER
PRI	PRIMARY
PT	POTENTIAL TRANSFORMER
PTZ	PAN, TILT, ZOOM CAMERA
PVC	POLYVINYL CHLORIDE
PWR	POWER
RTS	REMOTE TEST SWITCH
RVSS	REDUCED-VOLTAGE SOLID-STATE
SC	SHORT CIRCUIT
SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
SCC	SUPERVISORY CONTROL CENTER
SE	SERVICE ENTRANCE
SEC	SECONDARY
SH	SHIELDED
SS	STAINLESS STEEL
STP	SHIELDED TWISTED PAIR
SV	SOLENOID VALVE
SW	SWITCH
SWBD	SWITCHBOARD
TEL	TELEPHONE
TS2W	TWO-SPEED TWO-WINDING
TYP	TYPICAL
UG	UNDERGROUND
UPS	UNINTERRUPTIBLE POWER SUPPLY
UTP	UNSHIELDED TWISTED PAIR
V	VOLTS
VFD	VARIABLE FREQUENCY DRIVE
W	WIRE OR WATT
WD	HIGH PRESSURE WASH DOWN
WL	WET LOCATION
WP	WEATHERPROOF
XFMR	TRANSFORMER
XP	EXPLOSION PROOF
Y	WYE

INSTRUMENT-SPECIFIC ELECTRICAL ABBREVIATIONS

A	AIR FLOW
ALT	ALTERNATOR
BF	BUILDING FLOODING
C	CAPACITANCE
CA	CHLORINE ANALYZER
CH4	METHANE
CON	CONDUCTANCE
CS-1	CONSTANT (SINGLE) SPEED
CS-2	CONSTANT (TWO) SPEED
D	DENSITY
DISC	DISCONNECT SWITCH
DO	DISSOLVED OXYGEN
DOU	DOWN-OFF-UP
DP	DIFFERENTIAL PRESSURE
E-STOP	EMERGENCY STOP
ETM	ELAPSED TIME METER
F	BALL FLOAT
FL	FLANGE-MOUNTED
FOR	FORWARD-OFF-REVERSE
GD	GAS DETECTION
H	HORN
H2S	HYDROGEN SULFIDE
HLOA	HIGH-LOW-OFF-AUTO
HLOR	HIGH-LOW-OFF-REVERSE
HOA	HAND-OFF-AUTO
L	LIMIT
LOR	LOCAL-OFF-REMOTE
LOS	LOCKOUT STOP
M	MAGNETIC
MST	MOISTURE
MY	MOTOR PROTECTION RELAY
O/C	OVERCURRENT
O/L	OVERLOAD
O/T	OVERTEMPERATURE
OC	OPEN-CLOSE
OCA	OPEN-CLOSE-AUTO
OO	ON-OFF
OP	OXYGEN PURITY
ORP	OXIDATION REDUCTION POTENTIAL
P	PADDLE
pH	pH
POT	POTENTIOMETER
PR	PROXIMITY
R	RADAR
RS	RESET
RTD	RESISTANCE TEMPERATURE DETECTOR
S	SUBMERSIBLE
SF	SEAL FAIL
SIL	SILENCE
SS	START-STOP
T	THERMAL
TAB	TRANSDUCER-AUTO-BACKUP FLOATS
TH	THERMOCOUPLE
TM	THERMAL MASS
TRB	TURBIDITY
TSS	TOTAL SUSPENDED SOLIDS
U	ULTRASONIC
V	VIBRATING FORK
VFD	VARIABLE FREQUENCY DRIVE
VM	VENTILATION MONITORING
VS	VARIABLE SPEED
YW	LEAKAGE SENSOR

NOT FOR CONSTRUCTION

NO.	REVISIONS	DATE:
1	100% OWNER REVIEW	6/2/2022

ABBREVIATIONS

F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 1067

JOB NO. 4463.016

PROJECT MGR. RANDALL A. WIRTZ

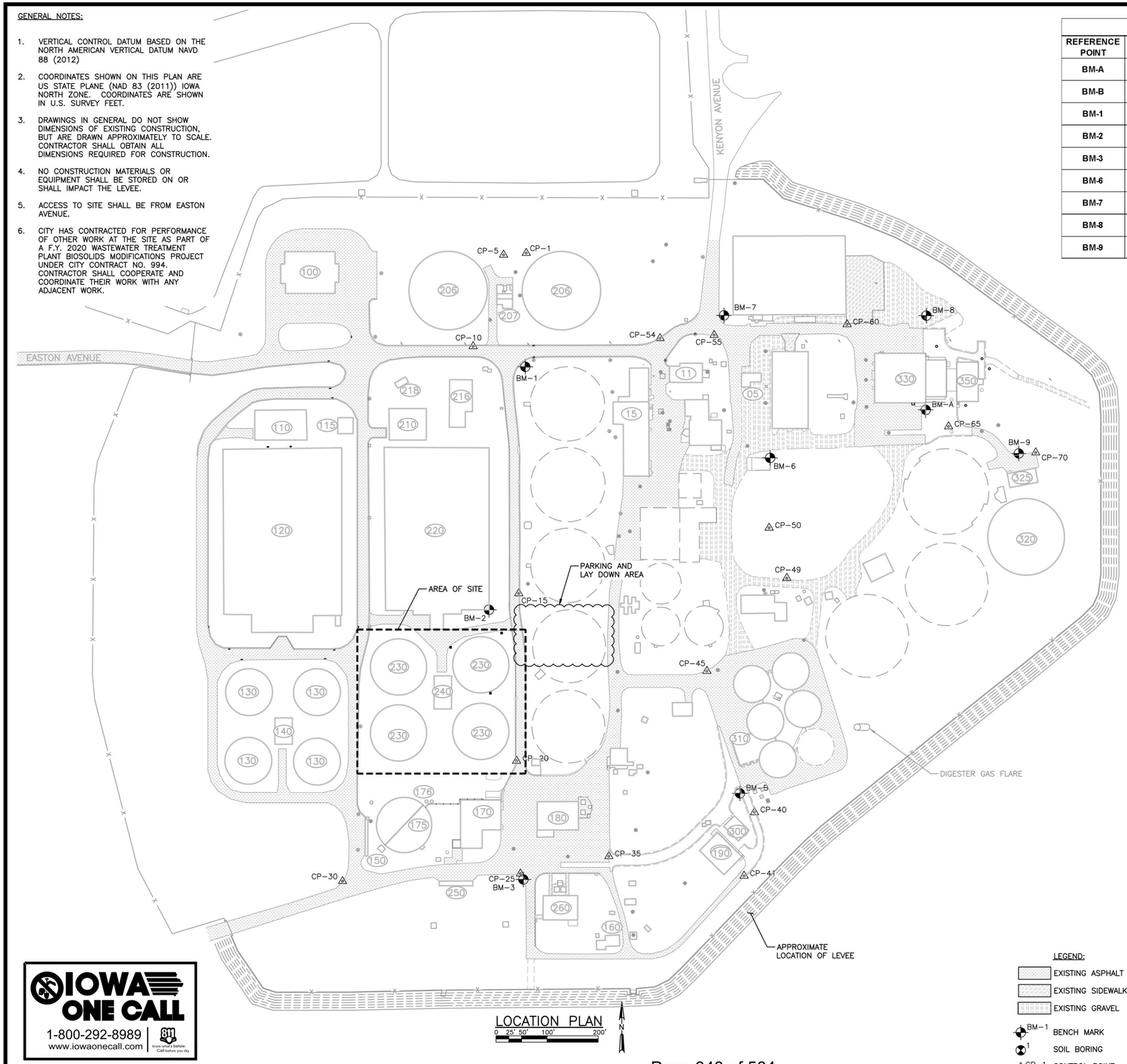
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GENERAL NOTES:

1. VERTICAL CONTROL DATUM BASED ON THE NORTH AMERICAN VERTICAL DATUM NAVD 88 (2012)
2. COORDINATES SHOWN ON THIS PLAN ARE US STATE PLANE (NAD 83 (2011)) IOWA NORTH ZONE. COORDINATES ARE SHOWN IN U.S. SURVEY FEET.
3. DRAWINGS IN GENERAL DO NOT SHOW DIMENSIONS OF EXISTING CONSTRUCTION, BUT ARE DRAWN APPROXIMATELY TO SCALE. CONTRACTOR SHALL OBTAIN ALL DIMENSIONS REQUIRED FOR CONSTRUCTION.
4. NO CONSTRUCTION MATERIALS OR EQUIPMENT SHALL BE STORED ON OR SHALL IMPACT THE LEVEE.
5. ACCESS TO SITE SHALL BE FROM EASTON AVENUE.
6. CITY HAS CONTRACTED FOR PERFORMANCE OF OTHER WORK AT THE SITE AS PART OF A F.Y. 2020 WASTEWATER TREATMENT PLANT BIOSOLIDS MODIFICATIONS PROJECT UNDER CITY CONTRACT NO. 994. CONTRACTOR SHALL COOPERATE AND COORDINATE THEIR WORK WITH ANY ADJACENT WORK.



LOCATION PLAN
0 25' 50' 100' 200'
N

BENCHMARK SCHEDULE				
REFERENCE POINT	NORTHING VALUE	EASTING VALUE	DESCRIPTION	ELEVATION
BM-A	3637534.58	5243971.27	CHISELED X AT END OF WINGWALL ON SE CORNER OF DEWATERING BUILDING	842.86
BM-B	3636783.47	5243607.48	NUT ON LIGHTPOLE BASE SOUTHWEST OF DIGESTER NO. 6	842.79
BM-1	3637618.91	5243187.32	CHISELED X ON TOP OF MANHOLE	840.90
BM-2	3637143.07	5243116.16	CHISELED X ON SE CORNER OF AERATION BASIN STRUCTURE 220	842.40
BM-3	3636614.75	5243183.48	NUT ON LIGHTPOLE BASE DIRECTLY EAST OF EFFLUENT SAMPLING AND METERING STRUCTURE	840.13
BM-6	3637440.33	5243666.67	NE CORNER OF CONCRETE BIN WALL	844.05
BM-7	3637719.58	5243576.21	TOP OF HYDRANT NUT	840.87
BM-8	3637718.96	5243972.57	TOP OF HYDRANT NUT	841.70
BM-9	3637448.98	5244153.51	NUT ON LIGHTPOLE BASE NORTH OF SLUDGE STORAGE PUMP BUILDING	842.56

CONTROL POINTS				
CP NO.	NORTHING VALUE	EASTING VALUE	ELEVATION	DESCRIPTION
CP-1	3637841.56	5243189.08	840.76	SPIKE
CP-5	3637838.07	5243144.69	840.82	SPIKE
CP-10	3637658.89	5243085.19	838.50	MAG NAIL
CP-15	3637174.90	5243174.51	839.92	MAG NAIL
CP-20	3636846.88	5243170.21	839.60	MAG NAIL
CP-25	3636626.06	5243177.63	840.02	MAG NAIL
CP-30	3636611.36	5242829.46	837.53	MAG NAIL
CP-35	3636660.22	5243350.93	840.02	MAG NAIL
CP-40	3636746.31	5243636.10	841.72	MAG NAIL
CP-41	3636621.76	5243615.64	841.16	MAG NAIL
CP-45	3637023.05	5243542.85	840.43	MAG NAIL
CP-49	3637204.93	5243699.37	842.07	SPIKE
CP-50	3637303.37	5243664.66	843.09	SPIKE
CP-54	3637674.64	5243451.08	838.24	MAG NAIL
CP-55	3637680.86	5243557.01	837.83	MAG NAIL
CP-60	3637701.85	5243817.33	839.05	MAG NAIL
CP-65	3637501.86	5244016.08	840.55	MAG NAIL
CP-70	3637450.91	5244186.71	841.25	MAG NAIL

LEGEND:
- EXISTING ASPHALT PAVEMENT
- EXISTING SIDEWALK/CONCRETE PAVEMENT
- EXISTING GRAVEL
- BM-1 BENCH MARK
- 1 SOIL BORING
- CP-1 CONTROL POINT

STRUCTURE IDENTIFICATION
- 00 - GENERAL
- 02 - SITE
- 05 - SEPTAGE RECEIVING STATION
- 11 - BAR SCREEN BUILDING
- 15 - RAW WASTEWATER PUMP STATION
- 100 - ADMINISTRATION BUILDING
- 110 - SATELLITE BLOWER BUILDING
- 115 - MAGNESIUM HYDROXIDE BUILDING
- 120 - SATELLITE AERATION BASINS
- 130 - SATELLITE SECONDARY CLARIFIERS
- 140 - SATELLITE RAS BUILDING
- 150 - SATELLITE EFFLUENT SAMPLING AND METERING STRUCTURE
- 160 - EFFLUENT PUMP STATION
- 170 - WAS BUILDING
- 175 - WAS STORAGE TANKS
- 176 - WAS TRANSFER PUMPING STATION
- 180 - THICKENER BUILDING
- 190 - DIGESTER FEED BUILDING
- 205 - PRIMARY INFLUENT PUMP BUILDING
- 206 - PRIMARY CLARIFIERS
- 207 - PRIMARY SLUDGE BUILDING
- 210 - EASTON BLOWER BUILDING
- 216 - EASTON ANOXIC SELECTOR BASIN
- 218 - SATELLITE BYPASS STRUCTURE
- 220 - EASTON AERATION BASINS
- 230 - EASTON SECONDARY CLARIFIERS
- 240 - EASTON RAS BUILDING
- 250 - EASTON EFFLUENT SAMPLING AND METERING STRUCTURE
- 260 - UV DISINFECTION BUILDING
- 290 - GATEWELL STRUCTURE
- 300 - CHEMICAL STORAGE BUILDING
- 310 - DIGESTER CONTROL BUILDING
- 320 - SLUDGE STORAGE TANKS
- 325 - SLUDGE STORAGE PUMP BUILDING
- 330 - DEWATERING BUILDING
- 350 - CENTRATE EQUALIZATION TANKS

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1	100% OWNER REVIEW	6/2/2022

OVERALL SITE PLAN

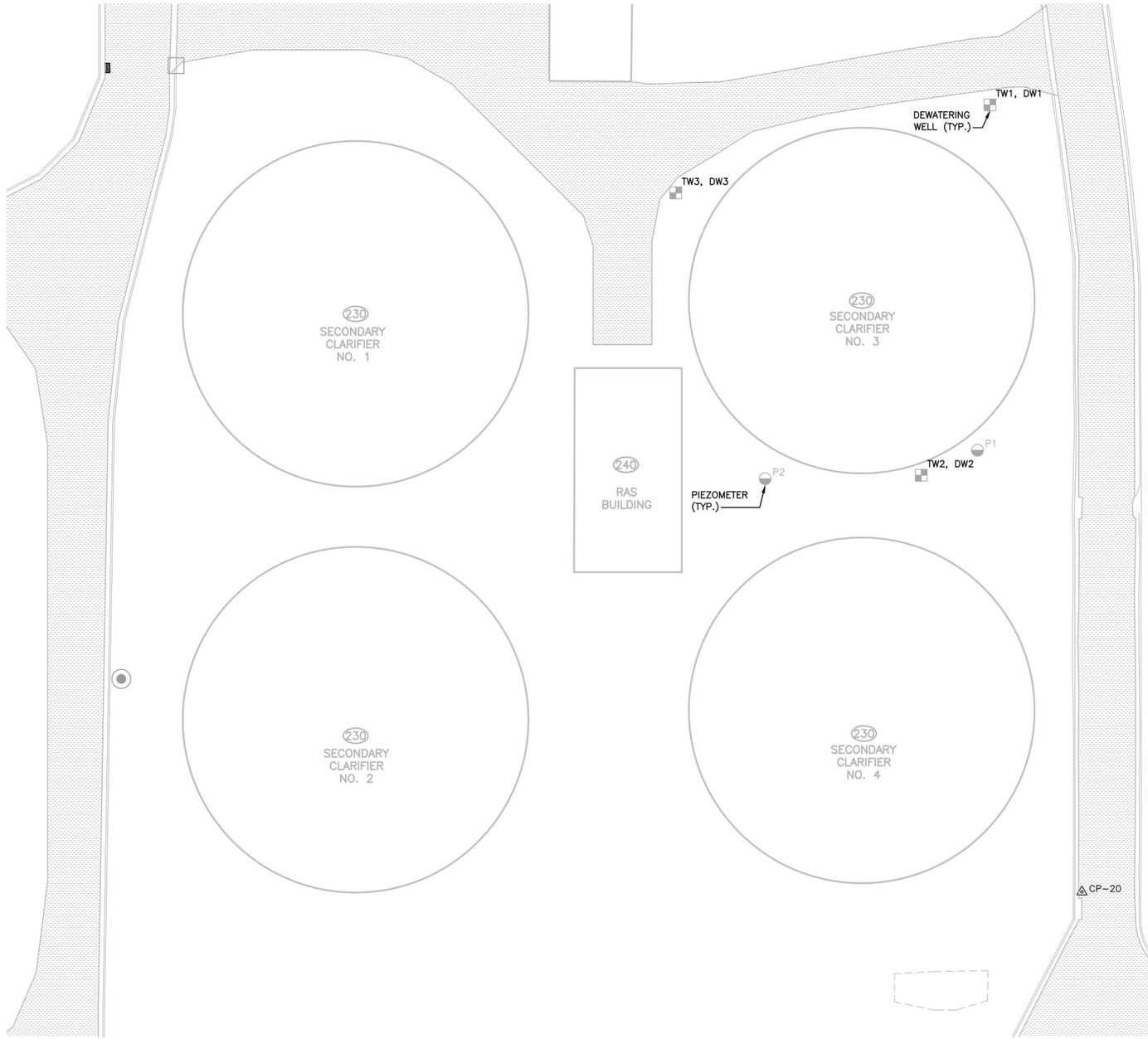
F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 1067

JOB NO. 4463.016
PROJECT MGR. RANDALL A. WIRTZ

STRAND ASSOCIATES®

SHEET 6
02-C1.01

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DETAILED SITE PLAN

0 5' 10' 20' 40'

N

GENERAL NOTES:

1. SEE DRAWING 02-C1.01 FOR GENERAL NOTES.

LOCATION	TW 1	TW 2	TW 3	P1*	P2
	N 3,637,091.66 E 5,243,141.18	N 3,637,091.66 E 5,243,141.18	N 3,637,091.66 E 5,243,141.18	N 3,637,091.66 E 5,243,141.18	N 3,637,091.66 E 5,243,141.18
REFERENCE ELEV (2021 PUMP TESTS)	841.97	842.39	841.04	842.79	842.88
GROUND ELEVATION	840.3	842.39	840.5	839.6	839.8
SCREEN LENGTH	35	35	35	5	10
LEVELOGGER 5 LENGTH	0.53	0.53	0.53	0.53	0.53
TOP OF PIEZOMETER CAP	840.63	840.8	840.93	842.79	842.88
SCREEN BOTTOM (BGS)	70	69	89	77.5	70
WELL BOOTOM ELEVATION	770.3	771.5	771.5	782.1	769.8
TRANSDUCER TIP ELEVATION	781.45	781.87	780.52	782.27	782.34
WELL DIAMETER (PIPE SIZE) IN.	12	12	12	2	2
BORE HOLE DIAMETER, IN.	24	24	24	6	6
RECORDED DEPTH (BGS)	71.5	69.9	70	80	72
BOTTOM OF HOLE ELEVATION	768.8	770.8	770.5	759.6	767.8
CEMENT PLUG	NO	YES	NO	NO	NO

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DETAILED SITE PLAN

F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 1067

JOB NO.
4463.016

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7
02-C1.02

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GENERAL NOTES:

1. DRAWINGS DO NOT NECESSARILY CALL OUT ALL ITEMS REQUIRING DEMOLITION, REMOVAL, OR PATCHING. WHERE NOT SHOWN, DEMOLITION, REMOVAL, CUTTING, PATCHING, AND OTHER WORK NECESSARY TO ACCOMMODATE NEW CONSTRUCTION SHALL BE PROVIDED AS PART OF THE CONTRACT.

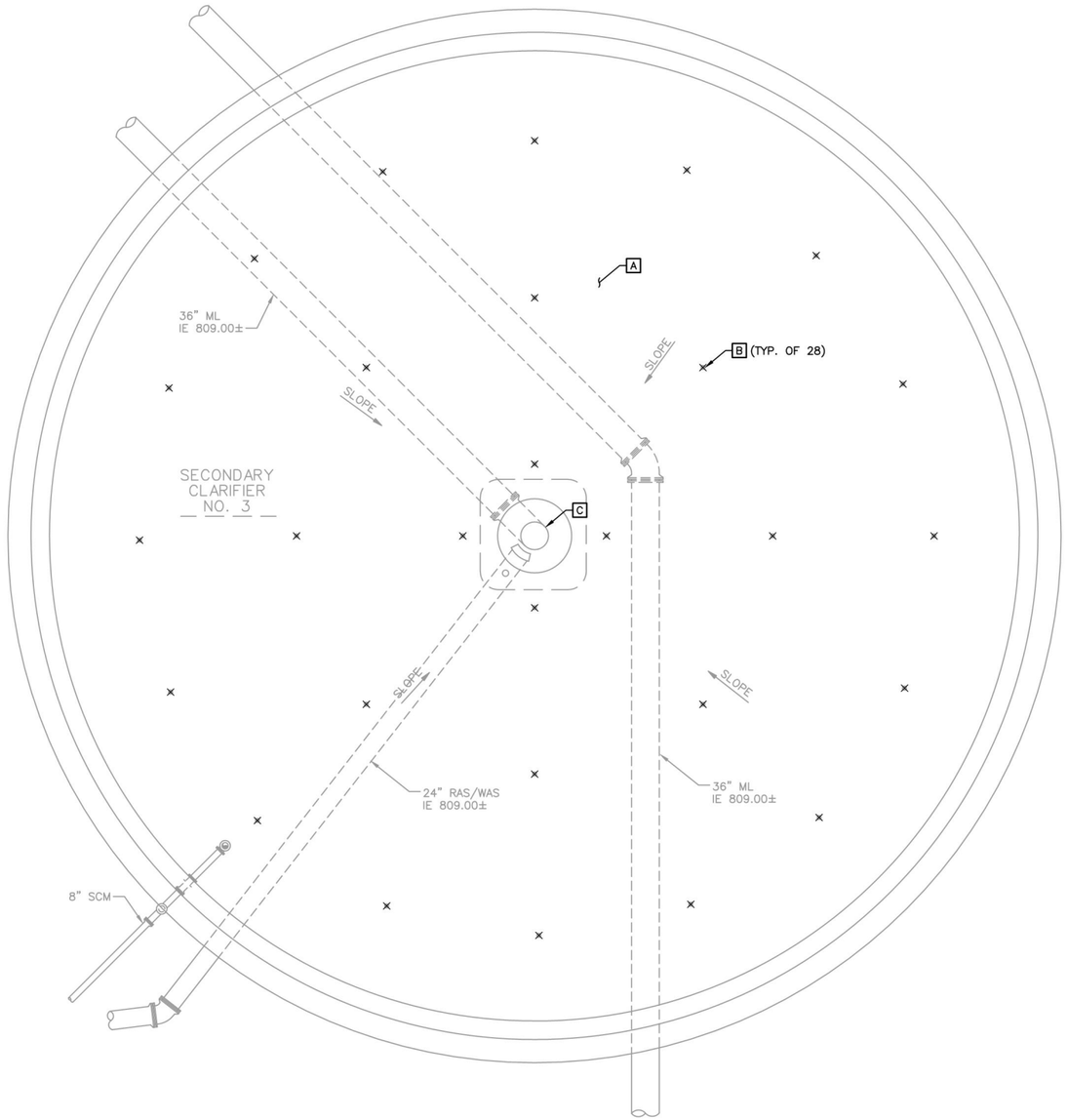
2. WHERE DEMOLITION OR REMOVAL OF REINFORCED CONCRETE EXPOSES REINFORCEMENT OR OTHER EMBEDDED METAL ITEMS, BARS OR EMBEDDED ITEMS SHALL BE REMOVED BACK 2 INCHES AND PATCHED WITH NON-SHRINK GROUT.

DEMOLITION KEY NOTES:

[A] REMOVE ENTIRETY OF CONCRETE TOPPING IN CLARIFIER BOTTOM IN A METHOD THAT WILL PREVENT DAMAGE TO CONCRETE BASE SLAB, DRAIN PLUG, AND EQUIPMENT.

[B] CORE AND REMOVE EXISTING PRESSURE RELIEF VALVES IN CLARIFIER BASE SLAB.

[C] DISCONNECT EXISTING MOTOR POWER AND CONTROL CONDUIT AND WIRING AS NECESSARY FOR CLARIFIER DRIVE REBUILD. RECONNECT CONDUIT AND WIRING AFTER REHABILITATION WORK IS COMPLETED.



DEMOLITION PLAN

0 2' 4' 8' 16'

N

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DEMOLITION PLAN

F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 1067

JOB NO.
4463.016

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8
230-D1.01

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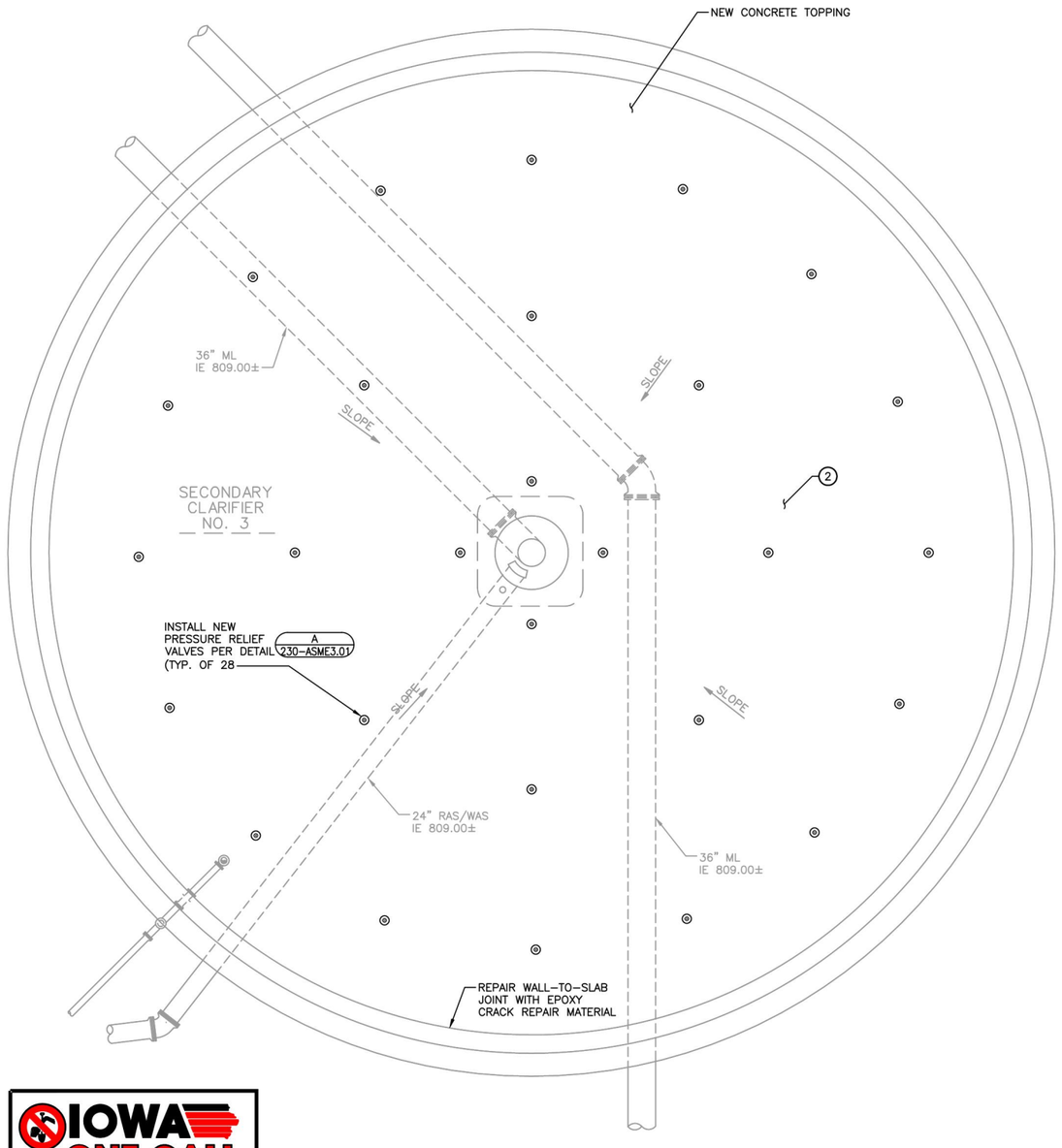
KEY NOTES:

(1) REBUILD CLARIFIER DRIVE AS SPECIFIED IN SECTION 46 43 22.

(2) CONCRETE BASE SLAB REPAIRS AS REQUIRED PER GENERAL NOTES AND SPECIFICATIONS.

GENERAL NOTES:

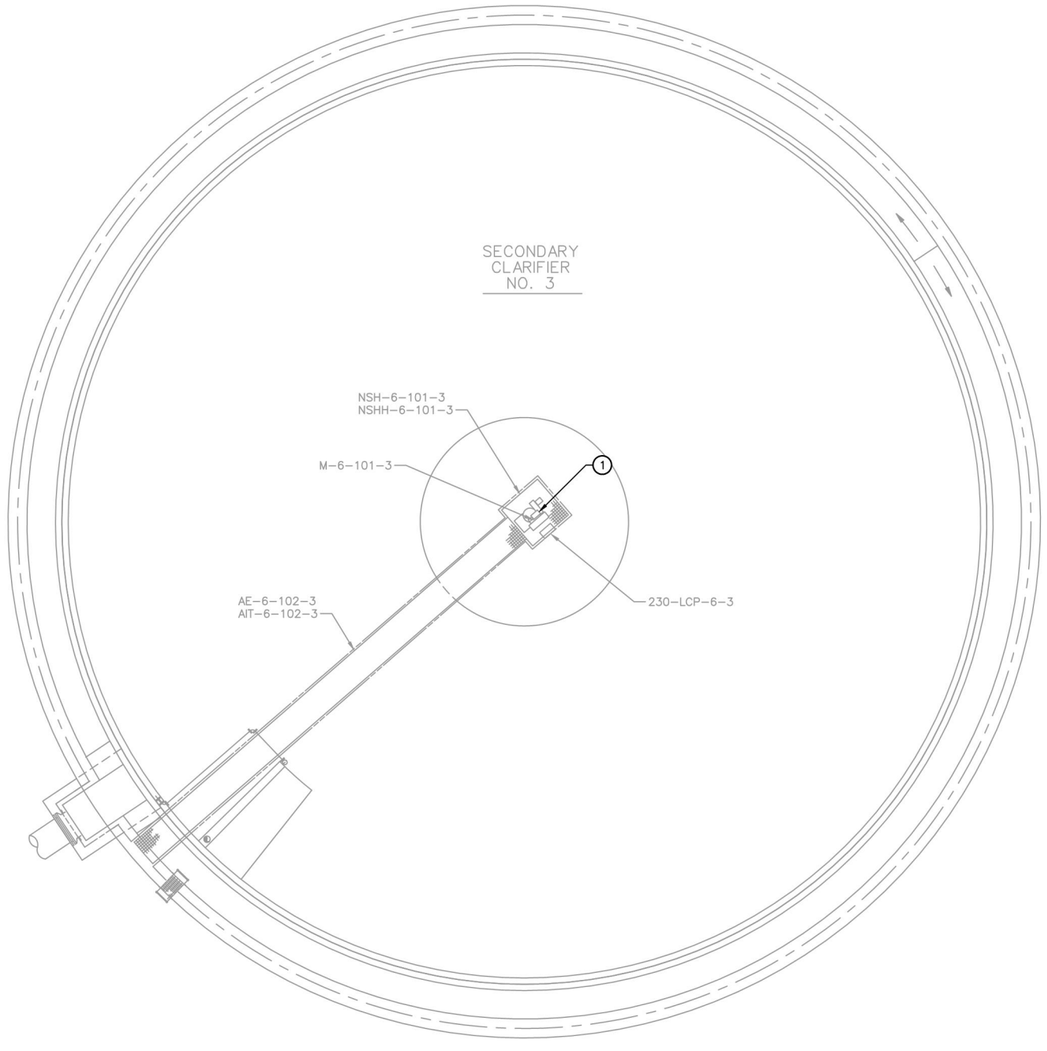
1. LOCATION AND ELEVATIONS OF ALL EXISTING PIPING, STRUCTURES, AND EQUIPMENT ARE BASED ON RECORD DRAWINGS. CONTRACTOR SHALL VERIFY ELEVATIONS AND LOCATIONS OF EXISTING PIPING, STRUCTURES, AND EQUIPMENT.
2. REFER TO SPECIFICATIONS SECTION 46 43 22 FOR CLARIFIER EQUIPMENT INSPECTION AND REPAIR REQUIREMENTS.
3. AFTER REMOVAL OF EXISTING CONCRETE TOPPING AND PRESSURE RELIEF VALVES AND BEFORE INSTALLATION OF NEW CONCRETE TOPPING, EXISTING BASE SLAB SHALL BE INSPECTED AND REPAIRED AS NECESSARY PER SPECIFICATIONS SECTION 03 01 30.
4. CONTRACTOR SHALL PROTECT EXISTING PIPING AND EQUIPMENT THAT REMAINS IN PLACE.
5. ALL CLARIFIER EQUIPMENT SHALL BE SANDBLASTED, PREPARED, AND PAINTED AFTER ALL REPAIRS HAVE BEEN COMPLETED.
6. NOT ALL CLARIFIER EQUIPMENT SHOWN FOR CLARITY.



LOWER PLAN

0 2' 4' 8' 16'

N



UPPER PLAN

0 2' 4' 8' 16'

N

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PLANS

F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 1067

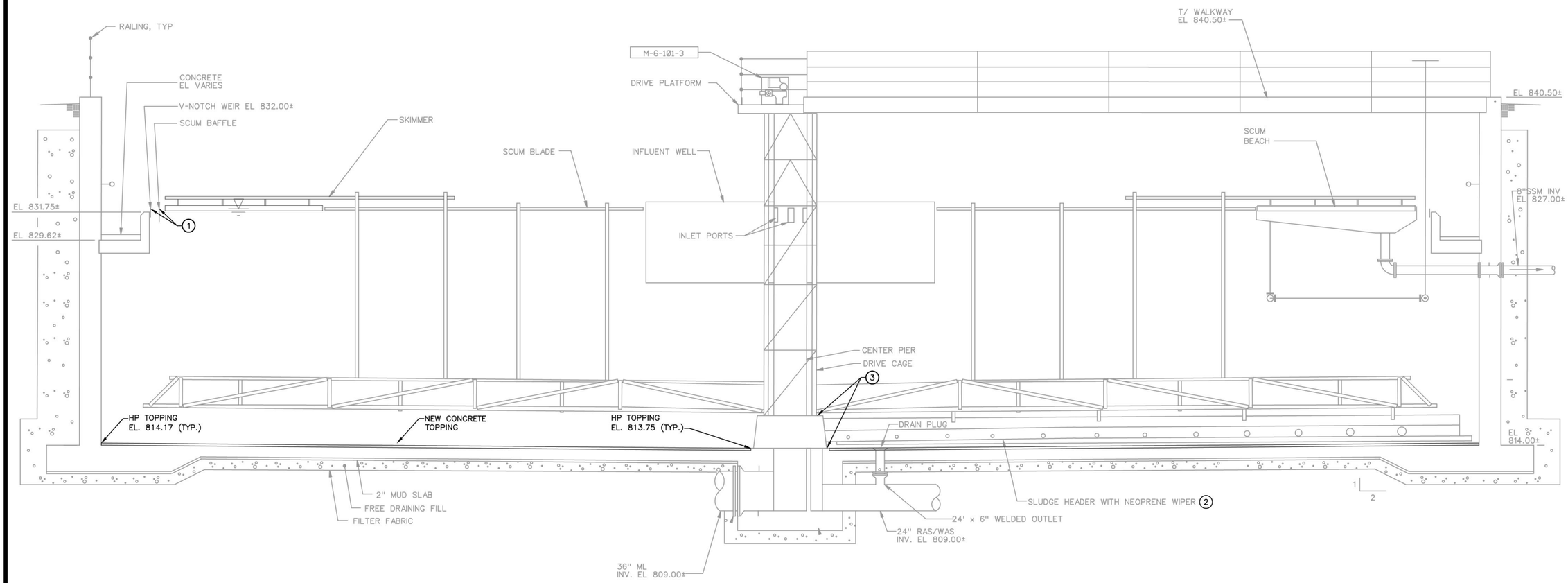
JOB NO. 4463.016

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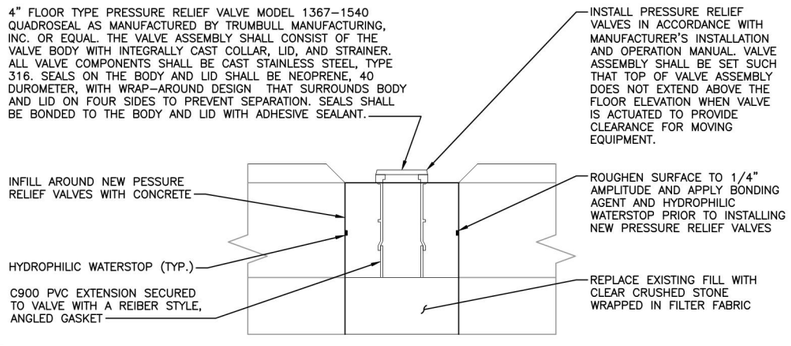
SHEET 9
230-ASME1.01

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SECTION 1 / 230-ASME3.01

0 1' 2' 4' 8'



A 230-ASME3.01 PRESSURE RELIEF VALVE REPLACMENT NO SCALE

GENERAL NOTES:

1. SEE DRAWING 230-ASME1.01 FOR GENERAL NOTES.

KEY NOTES:

(1) REPLACE EXISTING V-NOTCH WEIR AND SCUM BAFFLE FASTENERS.

(2) REPLACE NEOPRENE WIPER AS SPECIFIED IN SECTION 46 43 22.

(3) PROVIDE NEW UPPER AND LOWER MANIFOLD SEALS ON CLARIFIER EQUIPMENT.

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SECTION AND DETAILS

F.Y. 2022 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY OF WATERLOO
WATERLOO, IOWA
CITY CONTRACT NO. 1067

JOB NO. 4463.016

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SHEET 10 230-ASME3.01

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CITY OF WATERLOO

Council Communication

Resolution approving preliminary plans, specifications, bid documents etc., setting date of bid opening as August 11, 2022, and date of public hearing as August 15, 2022, in conjunction with the Waterloo Fire Rescue Turnout Gear Replacement Project, and instruct the city clerk to publish notice.

City Council Meeting: 7/18/2022
Prepared: 7/8/2022

ATTACHMENTS:

	Description	Type
🗋	Turnout Gear Project Overview	Backup Material
🗋	Bid Spec Sheet	Backup Material

SUBJECT:	Resolution approving preliminary plans, specifications, bid documents etc., setting date of bid opening as August 11, 2022, and date of public hearing as August 15, 2022, in conjunction with the Waterloo Fire Rescue Turnout Gear Replacement Project, and instruct the city clerk to publish notice.
Submitted by:	Submitted By: Pat Treloar, Fire Chief
Summary Statement:	Waterloo Fire Rescue's contract with a turnout gear vendor has expired, and we are in need of purchasing new turnout gear to replace current out of standard gear and purchase gear for new firefighters.

Scope of Project

The City of Waterloo, specifically Waterloo Fire Rescue, requests proposals for the purchase of structural turnout gear components that meet or exceed at a minimum: NFPA 1971-2018 Edition, and all other NFPA, NIOSH, CBRN, OSHA, ANSI applicable codes and standards established for the design, manufacturing, use, care and warranty of the products.

Equipment and Specifications

Waterloo Fire Rescue seeks to purchase fifty (50) to one hundred (100) sets (jacket/pant) of structural turnout gear over an eighteen (18) month period. Please use attached specification sheet to verify if your product meets the requirement set in the specification. If taking an exception please include a description of the exception. Exceptions *DO NOT* disqualify the bid.

BIDDER REQUIREMENTS

Each bidder is encouraged to include in their bid any additional information or data to assist the City in fully understanding what the bidder is proposing to provide. Any proposals being submitted that do not represent full compliance with these specification shall so state within the bid proposal. The reference must include the exact nature of the exception. The lack of specific exception take to the specifications listed herein will be deemed to be an assertion that the unit delivered will comply with each requirement.

Terms and Conditions

Warranty

The manufacturer shall warrant that the supplied turnout gear is free from defects in materials and workmanship from the date of sale to the turnout gear's serviceable life. The turnout gear's serviceable life is understood by both parties to be ten (10) years.

Training

Successful bidder agrees to provide, at its own expense, a factory-trained instructor for such time as Waterloo Fire Rescue shall require for complete instruction in the use and maintenance procedures as related to the structural turnout gear.

Pricing

The proposal shall denote unit price for each item requested. Any additional cost shall be listed separately. Proposal price *shall include shipping costs.* The City of Waterloo is tax exempt, and as such the proposal price shall not include any federal or state taxes.

Bid Submission Instructions

Please submit the formatted excel worksheet entitled "WFR Structural Turnout Gear Bid Specifications" followed by a detailed "Letter of Exceptions" listing the areas of non-compliance. The exception referenced must include the specific item number as related to the WFR Bid Specification Sheet.

Contact / Questions

All questions related to this RFP must be submitted via email to LT Sean Schott at Sean.Schott@waterloo-ia.org by Sunday, August 7, 2022.

Receiving of Bids

Sealed proposals will be received by the City of Waterloo, City Clerk by no later than 1:00 p.m. on the 11th of August. All sealed proposals may be mailed and must include:

SEALED PROPOSAL: WFR Structural Turnout Gear Bid
City of Waterloo
Attn: City Clerk
715 Mulberry Street
Waterloo, Iowa 50703

Opening of Bids

Sealed bids must be received by the City Clerk of the City of Waterloo at City Hall, 715 Mulberry Street, Waterloo, Iowa 50703, no later than August 11, 2022 at 1:00 p.m. All bids will be opened in the Council Chambers at City Hall, in the City of Waterloo, Iowa, on the August 11, 2022 at 1:00 p.m., and the proposals will be acted upon at a later date. The bid opening will be livestreamed on YouTube and made available on the City website.

Public Hearing

The Council of said City will conduct a public hearing on the proposed bid and form of contract at 5:30 p.m. on August 15, 2022, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

Method of Award

These specifications have not been established to preclude any bidders. However, the City of Waterloo does not intend to make a decision solely based upon lowest price.

Date of Delivery

Please include expected date of delivery on bid proposal

Attachment:

Waterloo Fire Rescue Structural Turnout Gear Bid Specification Sheet

WFR Strctural Turnout Gear Bid Sheet

Company Name of Gear Manufacturer: _____
Supplier Name: _____
Supplier Contact: _____
Contact Telephone and Email: _____

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the below specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary. Exceptions are allowed and will not be considered as an automatic elimination.

PROTECTIVE JACKET FOR STRUCTURAL FIRE FIGHTING

Item #	DETAILS	MEETS	DOES NOT MEET	EXCEPTION
1)	**SCOPE:** This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.			
2)	**Sizing:** In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets shall be available in all sizes and dimensions as follows:Jackets: **Gender:** Gender specific Men's and Women's patterns will be available. **Chest:** Even sizes **Back Length:** Men's 29 inches, 32 inches, 35 inches, 40 inches Women's 26 inches, 29 inches **Body Shape:** Men's: Straight and Tapered Women's: Straight **Sleeve:** 1 inch increments			
3)	**Outer Shell Material:** The outer shell shall be constructed of TENCATE "PIONEER™" featuring ENFORCE™ Technology. This is a fiber blend of DuPont™ Kevlar® and Nomex® having an approximate weight of 6.6 oz. per square yard in a twill weave. The shell material must be treated with a durable water-repellent finish that offers resistance to liquid absorption. Color of the garments shall be **Gold.**			

4)	**Thermal Insulating Liner**: The thermal liner shall be constructed of TENCATE "TITANIUMTM SL2i"; with an approximate weight of 7.7 oz. per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E 89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Nomex® filament and FR rayon/para-aramid/nylon inherently wicking Titanium® face cloth. A pocket, constructed of thermal liner over-edged to a layer of moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. The thermal liner shall be sewn to the moisture barrier and shall be independently bound around its perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. An approximate 8 inch by 10 ½ inch pocket, constructed of thermal liner over-edged to a layer of moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. Further mention of "Thermal Liner" in this specification shall refer to this section.			
5)	**Moisture Barrier:** The moisture barrier material shall be STEDFAST "STEDAIR® 4000" moisture barrier shall be a two-layer laminate comprised of an enhanced Bi-component membrane and Nomex® IIIA woven pajama check substrate. The enhanced Bi-component membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene, i.e: Teflon®) matrix having a continuous hydrophilic (water-loving) and oliophobic (oil-hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all requirements of NFPA 1971, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance. The moisture barrier shall be sewn to the thermal liner at the edges only and bound together with bias-cut neoprene-coated cotton/polyester secured with double stitching. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.			
6)	**Sealed Moisture Barrier Seams:** All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.			
7)	**Thermal Protective Performance:** The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 41.6.			
8)	**Total Heat Loss:** The assembled garment, consisting of an outer shell, moisture barrier and thermal liner shall exhibit a THL (Total Heat Loss) rating of not less than 287.7.			

9)	**Stitching:** The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.			
Jacket Construction				
10)	**Body:** The body of the shell and the liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.			
11)	The jacket outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.			
12)	**Drag Rescue Device (DRD):** A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1 inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.			
13)	**Liner Access Opening (Jacket):** The liner system of the jacket shall incorporate an opening at the leading edge of the right front panel. This opening shall run a minimum of 11 inches for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening shall be covered and protected by the overlap of the outer shell facing.			

14)	**Retroreflective Fluorescent Trim:** The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA. The trim shall be in the following widths and shall be NYC style; 3 inch wide stripes around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.			
15)	**Sewn On Retroreflective Lettering:** Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row A reading: WFR			
16)	**Letter Patch:** Hanging Letter Patch:The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR hook & loop fastener tape.			
17)	**Jacket Front:** The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of a moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾ inch beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.			

18)	**COLLAR & FREE HANGING THROAT TAB:** The collar shall consist of a minimum four-layer construction and be of one-piece design. There shall be two layers of a moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of minimum 6 snap fasteners on lower edge of the collar. Tide by means of a single needle stitch. Further mention of "Thermal Liner" in this specification shall refer to this section. he inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable. (32" or shorter length) Retroreflective tri The throat tab shall consist of a minimum of four-layer construction and be a scoop type design. There shall be of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½ inch by 3 inch pieces of FR loop fastener tape shall be sewn horizontally to the inside of each end of the throat tab. Corresponding pieces of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR loop fastener tape. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape. A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.			

19)	**STORM FLAP:** A rectangular storm flap measuring approximately 3 inches wide and a minimum of 23 inches long (based on a 32 inch length jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with backtacks.			
20)	**STORM FLAP AND JACKET FRONT CLOSURE SYSTEM:** The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.			
21)	**CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS:** Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1 ½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable. (32” or shorter length) Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. 26” length jacket – standard size pockets are not available, expansion pockets are available in either 2 inch deep by 10 inch wide by 6 inch high or 2 inch deep by 8 inch wide by 6 inch high			

22)	**SLEEVES:** The sleeves shall be of two piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity. The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise.			
23)	**SLEEVE CUFF REINFORCEMENTS:** The sleeve cuffs shall be reinforced with a layer of black abrasion resistant material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff.			
24)	**WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS:** Each jacket shall be equipped with Nomex® knit wristlets with thumb loop not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. A loop of ½ inch wide black 6.0 oz. Brigade material shall be installed on each wristlet. This loop is designed to slip over the thumb and hold the wristlets from riding up the arm. The color of the wristlets shall be grey. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR hook and loop fastener tape tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.			
25)	**LINER ELBOW THERMAL ENHANCEMENT :** An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.			

26)	**LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT:** A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of approximately 5 ¾ inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.			
27)	**RADIO POCKET:** Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop fastener tape. A 1½ inch by 3 inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 2 inches deep by 3.5 inches wide by 8 inches high and shall be installed on the left chest.			
28)	**UNIVERSAL CLIP (for P.A.S.S., mic, flashlight, etc.) :** A strap shall be configured to hold a personal alert devise equipped with a clip holder, flashlight equipped with a clip holder, etc. The overall dimensions of the strap shall be approximately 4 ½ inches long by 1 ½ inches high and constructed of outer shell material. The outer shell material shall encase a piece of rigid leather measuring approximately 3/16 inch thick by 3 inches long by 1 1/4 inches high and centered in the outer shell material. Each end of the strap shall be attached to the outer shell with two rows of stitching. This will leave a usable area of 3 inches in length. The strap shall be mounted on the right chest.			

29)	**Exposure Reduction System – JACKET :** The jackets shall be equipped with a system slightly above the hemline to reduce the introduction of foreign matter onto the wearer. The system shall be constructed of two layers; one layer of yellow TecaSafe material, the second layer of a neoprene coated material. The two layers shall be overedged at the top of the guard, then turned in topstitched to liner system approximately 4 ¼ inches above the hemline of the liner. The system shall measure approximately 4 ½ inches wide at the center rear of the hem, tapering to approximately 1 ½ inches wide at the leading edges of the right and left front panels. The bottom of the system shall encase a continuous band of an elasticized material extending the entire length of the guard. At the leading edge of the right and left front panels, there shall be a male snap fastener, which shall be placed to engage with a female snap fastener on the front facings of the jacket shell, completing the closure of the system around the wearer's waist area.			
30)	**THIRD PARTY TESTING AND LISTING PROGRAM:** All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.			
31)	**LABELS:** Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information: Compliance to NFPA Standard #1971 Underwriters Laboratories classified mark Manufacturer's name Manufacturer's address Manufacturer's garment identification number Date of manufacture Size			
32)	**ISO CERTIFICATION / REGISTRATION:** The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.			
33)	**WARRANTY:** The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.			
34)	**SIZING BY VENDOR:** Both male and female sizing samples shall be available. Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within five (5) days of written notice. Measuring with a tape measure is not acceptable.			
35)	**GARMENT TRAINING AND SUPPORT:** OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following: On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition.			

36)	**BAR-CODE/RECORD KEEPING INTERFACE:** A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment. This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following: • Brand • Order Number • Serial Number • Style Number • Color • Description • Chest/Waist Size • Jacket/pant Length • Sleeve Length • Date of Manufacture • Mark-For Data This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.			
37)	**COUNTRY OF ORIGIN:** Jackets manufactured in the United States.			

PROTECTIVE PANTS FOR STRUCTURAL FIRE FIGHTING

Item #	DETAILS	Meets	Does Not Meet	Exception
38)	**SCOPE** This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.			
39)	**SIZING** In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Pants shall be available in all sizes and dimensions as follows: **Pants:** **Gender:** Gender specific Men's and Women's patterns **Waist:** Even sizes **Body Shape:** Men's Regular, Relaxed and Slim Relaxed is a fuller cut in the hips and thighs, like relaxed jeans. Slim is a more slender cut in the hips and thigh, like straight fit jeans. Women's **Inseam:** Even sizes			

40)	**OUTER SHELL MATERIAL PANTS:** The outer shell shall be constructed of TENCATE "PIONEER™" featuring ENFORCE™ Technology. This is a fiber blend of DuPont™ Kevlar® and Nomex® having an approximate weight of 6.6 oz. per square yard in a twill weave. The shell material must be treated with a durable water-repellent finish that offers resistance to liquid absorption. Color of the garments shall be **Gold.**			
41)	**THERMAL INSULATING LINER PANTS:** The thermal liner shall be constructed of TENCATE "TITANIUMTM SL2i"; with an approximate weight of 7.7 oz. per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E 89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Nomex® filament and FR rayon/para-aramid/nylon inherently wicking Titanium® face cloth. A pocket, constructed of thermal liner over-edged to a layer of moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitchThe thermal liner shall be sewn to the moisture barrier and shall be independently bound around its perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. An approximate 8 inch by 10 ½ inch pocket, constructed of thermal liner over-edged to a layer of moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. Further mention of "Thermal Liner" in this specification shall refer to this section.			
42)	**MOISTURE BARRIER PANTS:** The moisture barrier material shall be STEDFAST "STEDAIR® 4000" moisture barrier shall be a two-layer laminate comprised of an enhanced Bi-component membrane and Nomex® IIIA woven pajama check substrate. The enhanced Bi-component membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene, i.e: Teflon®) matrix having a continuous hydrophilic (water-loving) and oliophobic (oil-hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all requirements of NFPA 1971, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance. The moisture barrier shall be sewn to the thermal liner at the edges only and bound together with bias-cut neoprene-coated cotton/polyester secured with double stitching. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.			
43)	**SEALED MOISTURE BARRIER SEAMS:** All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.			

44)	**METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR PANTS:** The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.			
45)	**THERMAL PROTECTIVE PERFORMANCE:** The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 41.6.			
46)	**TOTAL HEAT LOSS:** The assembled garment consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a THL (Total Heat Loss) rating of not less than 287.7.			
47)	**STITCHING:** The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.			
PANT CONSTRUCTION				
48)	**BODY :** The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. In addition to the four body panels, there shall be a seamless, one-piece crotch gusset. The one-piece gusset allows for less bulk, comfort and more freedom of movement in this high stress area. The body panels, seam lengths and crotch gusset shall be graded to size to assure accurate fit in a broad range of sizes. The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.			

49)	**CONTOURED SADDLE:** The rise of the rear pant center back seam, including gusset, from the top back of the waistband to where it intersects the inside leg seams at the crotch shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added length in the seat for mobility without restriction when stepping up, kneeling, or crawling and maintains proper alignment of the knee, without twisting, directly over the kneepads when kneeling and crawling.			
50)	**LINER ACCESS OPENING (PANT):** The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants. The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system will be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.			
51)	**RETROREFLECTIVE FLUORESCENT TRIM:** The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ COMFORT Trim (Heat applied segmented L/Y borders with silver center). Bottom of trim band shall be located approximately 3” above cuff.			

52)	**ELASTICIZED WAISTBAND:** The pant design facilitates the transfer of the weight of the pant to the hips instead of shoulders and suspenders. The two rear outer-shell body panels, beginning at the pant side seams, shall incorporate an elasticized waist insert, running from the side seam towards the back of the trouser for an approximate distance of 4 inches. The rear elasticized waist inserts shall be integral to the shell of the pant and the elasticized portions shall be covered by the outer shell fabric of the pant. The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method.			
53)	**EXTERNAL / INTERNAL FLY FLAP:** The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ¾ inches wide, with a length graded to size based on waist measurement and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel. The underside of the outside fly flap shall have a 1½ inch wide piece of FR loop fastener tape quadruple stitched full length along the shell material only; stitching shall not penetrate the moisture barrier insert between the two shell fabric layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.			

54)	**CLOSURE :** Full Black Belt with Wide Belt Loops Each pant shall include an approximate 2 inch wide belt constructed of aramid webbing material with an adjustable hi-temp thermoplastic Delrin buckle serving as the exterior primary positive locking closure. This buckle shall also provide a quick-release mechanism for donning and doffing. The pants shall be equipped with a series of black aramid material belt loops spaced around the waist to accommodate the aramid belt. There shall be three large loops measuring approximately 2 inches by 4 inches and two smaller loops measuring approximately 1/2 inch wide by 3 1/2 inches long. Two of the large belt loops shall be placed on each side of the front of the pant and third on the rear of the waist, centered over the rear seam. The two smaller loops shall be placed on the rear of the pant, behind the side seams.			
55)	**ARTICULATED KNEE:** The outer shell of the pant legs shall be constructed with horizontal pleats in the knee area with corresponding darts in the liner. In order to provide increased freedom of movement and maximum flexibility, extra material is built into the knee area and this additional fullness is contained by stitching down the pleats on the inside of the shell. The knee reinforcement shall be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location. The thermal liner shall be constructed with four darts per leg in the front of the knee. Two shall be located above the knee (one on each side) and two shall be located below the knee (one on each side). On the moisture barrier, the system shall consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.			
56)	**LINER KNEE THERMAL ENHANCEMENT :** A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.			

57)	**CATHEDRAL KNEE REINFORCEMENTS:** The knee area shall be reinforced with black Ara-Shield® material. The cathedral shaped knee reinforcement shall be centered on the leg to ensure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure a minimum of approximately 7 inches wide by 12 inches high at the highest point and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. The articulated cathedral knee reinforcement shall be cut and stitched to the shell in such a way that there shall be an arch at the top of the reinforcement, tapering down the sides of the reinforcement with a squared off bottom. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The lower edge of the Ara-Shield® knee reinforcement shall be turned under so that the lower row of stitching is covered and protected from abrasion.			
58)	**PADDING UNDER KNEE REINFORCEMENTS:** Padding for the knees shall be accomplished with one layer of Silizone® foam, sandwiched between the thermal liner and moisture barrier. The placement of Silizone® padding on the thermal versus the shell reduces bulk in the shell and also serves to protect the padding from abrasion and other wear issues that the outer shell is subject to.			
59)	**EXPANSION (BELLOWS) POCKETS:** An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the out-seam above the knee and positioned to provide accessibility. The lower half of each expansion pocket shall be reinforced with an additional layer of Kevlar® twill material on the inside. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.			

60)	**PANT CUFF REINFORCEMENTS:** The cuff area of the pants shall be reinforced with a layer of black abraision resistant material The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff.			
61)	**QUICK ADJUST SUSPENDERS & ATTACHMENT:** On the inside waistband shall be attachments for the standard "H" style quick adjust suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of black Ara-Shield® material measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends. A pair of "H" style quick adjust suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the “H”. This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid. The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.			
62)	**REVERSE BOOT CUT:** The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs			

63)	**Exposure Reduction System – PANT :** The pants shall be equipped with an exposure reduction system at the pant cuff and at the base of the fly to reduce the introduction of foreign matter onto the wearer. This system shall be constructed of two layers; one layer of yellow TecaSafe material, the second layer of a neoprene coated material. CROSSTECH® black moisture barrier. The two layers shall be turned in and topstitched to each other, the finished guard pieces shall then be double stitched to the liner at the cuff hemlines and at the base of the crotch. The systems at the cuffs shall measure approximately 4 inches wide and run the full circumference of the liner cuff. The bottom of the system shall encase a continuous band of an elasticized material extending the full length of the exposure reduction system pant. The exposure reduction system at the crotch opening shall be an elliptical shape, measuring approximately 3 inches high and 3 ½ inches wide, and secured to the binding by two rows of stitching.			
64)	**THIRD PARTY TESTING AND LISTING PROGRAM:** All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.			
65)	**LABELS:** Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information. Compliance to NFPA Standard #1971 Underwriters Laboratories classified mark Manufacturer's name Manufacturer's address Manufacturer's garment identification number Date of manufacture Size			
66)	**ISO CERTIFICATION / REGISTRATION:** The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.			
67)	**WARRANTY:** The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.			

68)	**SIZING BY VENDOR:** To insure that every member of the department can safely perform to their maximum of their ability without extra bulk and without restriction, the pant shall be available in all sizes and dimensions as follows: **Pants:** **Gender:** Gender specific to Men's and Women's patterns **Waist:** Even sizes **Body Shape**: Men's Slim, Regular, and Relaxed Women's **Inseam:** Even sizes			
69)	**GARMENT TRAINING AND SUPPORT:** OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following: On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition.			
70)	**BAR-CODE/RECORD KEEPING INTERFACE:** A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment. This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following: • Brand • Order Number • Serial Number • Style Number • Color • Description • Chest/Waist Size • Jacket/pant Length • Sleeve Length • Date of Manufacture • Mark-For Data This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.			
71)	**COUNTRY OF ORIGIN** Pants manufactured in the United States.			

GEAR COST AND DELIVERY TIME QUOTE

1	UNIT PRICE WITH SHIPPING FOR : STRUCTURAL FIREFIGHTING PROTECTIVE JACKET	
2	UNIT PRICE WITH SHIPPING FOR : STRUCTURAL FIREFIGHTING PROTECTIVE PANT	
3	TOTAL COST FOR GEAR SET	
4	Please provide an estimated time of delivery from purchase:	

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Procedures Policy to approve the purchase of a 2023 demonstration unit, Peterbilt garbage truck, in the amount of $299,575.00 from Elliott Equipment of Davenport, Iowa.

City Council Meeting: 7/18/2022
Prepared: 7/12/2022

ATTACHMENTS:

	Description	Type
	Quote	Backup Material

SUBJECT:	Resolution authorizing an exception to the City of Waterloo's Purchasing Procedures Policy to approve the purchase of a 2023 demonstration unit, Peterbilt garbage truck, in the amount of $299,575.00 from Elliott Equipment of Davenport, Iowa.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	This is an excellent opportunity to purchase another make of truck (at a discounted cost) to replace a Curbtender garbage truck that will be taken out of service. Each year there is a rotation of trucks where one is taken out of service because of age and reliability.

Expenditure Required/Source of Funds: 525-15-5400-2117 - Sanitation Fund

3100 West 76th Street
Davenport, IA 52806
Ph: 563-391-4840

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Ph: 402-474-4840

4000 SE Beisser Drive
Grimes, IA 50111
Ph: 515-986-4840
Fx: 515-986-9530

14001 Botts Rd.
Grandview, MO 64030
Ph: 816-761-4840

4400 E 60th Ave
Commerce City, CO 80022
Ph: 303-853-4840

Quote

Date	Quote #
7/13/2022	16949
Proposed Shipping Date	
Terms	
Due on receipt	
Rep	
CRS	

City of Waterloo
Sanitation Department
625 Glenwood St
Waterloo, IA 50703

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	11267E	Demo 2023 Peterbilt 520 tandem axle chassis, Paccar PX-9 380 HP diesel with Allison 4500RDS automatic transmission, New Way Sidewinder 31 yard automated side load packer with hopper floor and hopper side liner, full front splash guard on front of packer, cleanout chute extensions on both sides, hydraulic hopper cover, hopper access ladder, broom/shovel rack, mid body backup lights, white paint, hopper lights, integrated strobe lights in the upper tailgate, lower tailgate, and front bulkhead of packer, 7" color 3 camera system, remote grease zerks for tailgate hinge pins, rocker control switches under driver seat, standard 1 year warranty on the body and hydraulics, standard 2 year warranty on cylinders. Price includes 5 year/150,000 mile extended warranty on the engine and aftertreatment system VIN:3BPDLJ0X8PF114030. Body WO #129040	306,575.00	306,575.00
	Discount	Demo unit discount	-7,000.00	-7,000.00
		Customers Exempt From Sales Tax	0.00%	0.00

Total $299,575.00

TO CONFIRM ORDER, SIGN AND RETURN

X_____

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure to approve the purchase of BriefCam, in the amount of $120,642.23, from RC Systems of Waterloo, Iowa, in conjunction with the City of Waterloo Smart City project.

City Council Meeting: 7/18/2022
Prepared: 7/7/2022

ATTACHMENTS:

	Description	Type
	BriefCam	Backup Material

SUBJECT:	Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure to approve the purchase of BriefCam, in the amount of $120,642.23, from RC Systems of Waterloo, Iowa, in conjunction with the City of Waterloo Smart City project.
Submitted by:	Submitted By: Capt. Aaron McClelland
Expenditure Required/Source of Funds:	$120,642.23 322-11-1100-2106

RCSYSTEMS
Radio Communications Company

1657 Falls Ave
Phone: 319-234-3511 Waterloo, IA. 50701
Fax: 319-233-8292 Order Line: 800-728-2929

INVOICE

Quote for BriefCam Package (Per Tim Convery)

Name: City of Waterloo Police Department
Attn: Chief Fitzgerald or Wendy Drinovsky County
Address: 715 Mulberry St.
Address:2 Account #:
City: Waterloo ST: Iowa ZIP: 50703
Phone: Fax:
Rev:

Tracking #	220404-11	Tracking Date:	7/1/2022
Sales Order:		S.O. Date:	
Invoice #	99243	Invoice Date:	7/1/2022

L#	QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Pack	BriefCam Protect Base Package	90,000.00	90,000.00
2	1	Implementation	Implementation Pack- On-Site Single Server	8,750.00	8,750.00
3	1	NPN	Prortect Software SCC-1st Year	18,000.00	18,000.00
4	1	Server	2U, 16 Cores, 2 GPUs, 128GB RAM	16,165.50	16,165.50
5	2	Hard Drive	8TB 7200RPM Serial ATA 6Gbps 512e 3.5in Hot-plug Hard Drive	520.50	1,041.00
6	1	SSD	480GB Mixed-Use (M) SSD	1,621.50	1,621.50
7	**1**	**D-1**	**RCC/RCS Waterloo Police Discount**	**-14,935.77**	-14,935.77
8					
9					
10					
11					
12					
13					
14					
15					
16					
17		Misc			

L1	Notes or Special Instructions:	Page Total	$120,642.23
L2			-
L3		[redacted]	$120,642.23
L4		INSTALLATION	
L5		[redacted]	$120,642.23
L6		SALES TAX	EXEMPT
L7		SHIPPING	Included
L8		[redacted]	$120,642.23

Delivery: 0 **Week(s), ARO.**
Delivery is based on manufacturers estimates and is subject to change.

Terms: Net-30 **P.O Number:**

Down Paym't P.O.

Project: Security-CCTV

Disclaimer: RCSystems - Radio Communications Co. Inc. & MWSN, will assume NO Liability as a result of Equipment failure and/or loss of services.

Email:

BY: Dave Burger
E-Mail: Dave @rcsystems.com

Accepted by: Per Email from Wendy Drinovsky
Name Date

Visit our website: www.rcsystems.com

INVOICE **NET :**

The FUTURE is with RCSystems - Serving Iowa for over 40 years - Engineering, Sales, Service & Consulting

CITY OF WATERLOO

Council Communication

Motion approving Change Order No. 1 from Municipal Pipe and Tool Co., LLC, of Hudson, Iowa, for a net increase of $24,819.73 SRF and $1,103.75 Non SRF, for a total amount of $25,923.48, in conjunction with the FY 2021 CIP Pipelining Phase IVA2, Contract No. 1043, and authorizing the Mayor to execute said document.

City Council Meeting: 7/18/2022
Prepared: 6/28/2022

ATTACHMENTS:

	Description	Type
🗋	Chage Order #1	Backup Material

SUBJECT:	Motion approving Change Order No. 1 from Municipal Pipe and Tool Co., LLC, of Hudson, Iowa, for a net increase of $24,819.73 SRF and $1,103.75 Non SRF, for a total amount of $25,923.48, in conjunction with the FY 2021 CIP Pipelining Phase IVA2, Contract No. 1043, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve change order
Summary Statement:	The final contract amount of $996,378.98 SRF, $157,583.85 non SRF.

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

June 23, 2022

Mr. Jesse Gaherty
Waste Management Services
City of Waterloo
3505 Easton Avenue
Waterloo, Iowa, 50702

Subject: **FY 2021 CIP Pipelining Phase IVA2**
Change Order No. 1
City of Waterloo, Iowa
City Contract No. 1043
AECOM #60664721

Dear Mr. Gaherty:

Attached is Change Order No. 1 for the FY 2021 CIP Pipelining Phase IVA2. This change order is to reconcile the final quantities and the final completion date to proceed with final payment.

The final completion date is changed from 12/17/2021 to 06/23/2022. AECOM, City Staff and the Contractor agreed to extend the completion date during the Pre-Construction Meeting on 07/20/2021 to complete the CIPP work at the Golf Course for Bid Alternate No. 2. Leisure Services requested the work to be completed over frozen ground to reduce the damage to the golf course. Further, the final completion date was agreed to be 06/30/2022 because the original December 2021 date was unrealistic to complete all the work given the bid being later in the season, resulting in project work not beginning until August 2021. Municipal Pipe Tool Co., LLC, completed all work seven days early.

AECOM has reviewed the work described in this change order. We recommend that the City of Waterloo approve Change Order No. 1 in the amount of $24,819.73 (SRF) and $1,103.75 (Non-SRF), for a total change order of $25,923.48.

The final contract amount of $996,378.98 (SRF) and $157,583.85 (Non-SRF) brings the total contract to $1,153,962.83.

Yours sincerely,



Christopher G. Oelkers, P.E.

Enclosure: Change Order No. 1 Tabulation and Signature Form
Change Order No. 1 Tabulation

P:\60664721\600_Construction_Support\670_Change-Orders\CO NO. 1\Wat CIPP PH IVA - Change Order No 1 LTR.docx

Project Change Order No. 1
FY 2021 CIP PIPELINING PHASE IVA2
City of Waterloo
City Contract No. 1043

AECOM

AECOM Project No: 60664721

Thursday, June 23, 2022

ORIGINAL CONTRACT DATES		REVISED CONTRACT DATES		
SUBSTANTIAL COMPLETION	NONE	SUBSTANTIAL COMPLETION		No Change
FINAL COMPLETTION	12/17/21	FINAL COMPLETTION		06/23/22

NO.	DESCRIPTION	UNIT	Bid			Change Order No. 1		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
	BASE BID							
1	8" Diameter CIP Pipe Lining	LF	21,082.0	$ 18.40	$ 387,908.80	21,762.30	$ 18.40	$ 400,426.32
2	10" Diameter CIP Pipe Lining	LF	1,116.0	$ 20.20	$ 22,543.20	1,115.30	$ 20.20	$ 22,529.06
3	12" Diameter CIP Pipe Lining	LF	926.0	$ 27.00	$ 25,002.00	1,182.20	$ 27.00	$ 31,919.40
4	18" Diameter CIP Pipe Lining	LF	1,395.0	$ 57.00	$ 79,515.00	1,396.10	$ 57.00	$ 79,577.70
5	Lateral Reinstatement	EA	353.0	$ 70.00	$ 24,710.00	448.00	$ 70.00	$ 31,360.00
6	3-FT Lateral Grouting	EA	353.0	$ 340.00	$ 120,020.00	393.00	$ 340.00	$ 133,620.00
7	Pipe Televising - 8"	LF	42,164.0	$ 0.75	$ 31,623.00	43,524.60	$ 0.75	$ 32,643.45
8	Pipe Televising - 10"	LF	2,232.0	$ 0.75	$ 1,674.00	2,230.60	$ 0.75	$ 1,672.95
9	Pipe Televising - 12"	LF	1,852.0	$ 0.75	$ 1,389.00	2,364.40	$ 0.75	$ 1,773.30
10	Pipe Televising - 18"	LF	2,790.0	$ 1.00	$ 2,790.00	2,792.20	$ 1.00	$ 2,792.20
11	Type A Pipe Cleaning - 8"	LF	21,082.0	$ 1.10	$ 23,190.20	21,828.30	$ 1.10	$ 24,011.13
12	Type A Pipe Cleaning - 10"	LF	1,116.0	$ 1.10	$ 1,227.60	1,115.30	$ 1.10	$ 1,226.83
13	Type A Pipe Cleaning - 12"	LF	926.0	$ 1.40	$ 1,296.40	1,182.20	$ 1.40	$ 1,655.08
14	Type A Pipe Cleaning - 18"	LF	1,395.0	$ 1.60	$ 2,232.00	1,396.10	$ 1.60	$ 2,233.76
15	Type C Root Removal - 8"-10"	LF	11,099.0	$ 1.50	$ 16,648.50	2,020.60	$ 1.50	$ 3,030.90
16	Type C Root Removal - 12"-15"	LF	463.0	$ 1.75	$ 810.25	283.60	$ 1.75	$ 496.30
17	Type C Root Removal - 18"	LF	697.0	$ 3.00	$ 2,091.00	0.00	$ 3.00	$ -
18	Type D Lumberjack - 8"-10"	LF	11,099.0	$ 3.00	$ 33,297.00	17,455.70	$ 3.00	$ 52,367.10
19	Type D Lumberjack - 12"-15"	LF	463.0	$ 4.00	$ 1,852.00	540.20	$ 4.00	$ 2,160.80
20	Type D Lumberjack - 18"	LF	697.0	$ 5.00	$ 3,485.00	200.00	$ 5.00	$ 1,000.00
21	Protruding Taps Removal	EA	100.0	$ 200.00	$ 20,000.00	13.00	$ 200.00	$ 2,600.00
	SRF - Alternate No. 1 - SA 19							
101	8" Diameter CIP Pipe Lining	LF	2,257.00	$ 19.90	$ 44,914.30	2,273.00	$ 19.90	$ 45,232.70
102	Lateral Reinstatement	EA	26.00	$ 70.00	$ 1,820.00	31.00	$ 70.00	$ 2,170.00
103	3-FT Lateral Grouting	EA	26.00	$ 340.00	$ 8,840.00	29.00	$ 340.00	$ 9,860.00
104	Pipe Televising - 8"	LF	4,514.00	$ 1.75	$ 7,899.50	4,546.00	$ 1.75	$ 7,955.50
105	Type A Pipe Cleaning - 8"	LF	2,257.00	$ 1.50	$ 3,385.50	2,273.00	$ 1.50	$ 3,409.50
106	Type C Root Removal - 8"-10"	LF	1,128.50	$ 2.00	$ 2,257.00	1,057.00	$ 2.00	$ 2,114.00
107	Type D Lumberjack - 8"-10"	LF	1,128.50	$ 4.00	$ 4,514.00	1,388.00	$ 4.00	$ 5,552.00
108	Protruding Taps Removal	EA	5.00	$ 200.00	$ 1,000.00	6.00	$ 200.00	$ 1,200.00
	SRF - Alternate No. 2 - SA 19							
201	12" Diameter CIP Pipe Lining	LF	2,256.0	$ 32.00	$ 72,192.00	2,254.00	$ 32.00	$ 72,128.00
202	Pipe Televising - 12"	LF	4,512.0	$ 2.50	$ 11,280.00	4,508.00	$ 2.50	$ 11,270.00
203	Type A Pipe Cleaning - 12"	LF	2,256.0	$ 1.50	$ 3,384.00	2,254.00	$ 1.50	$ 3,381.00
204	Type C Root Removal - 12"-15"	LF	1,128.0	$ 2.00	$ 2,256.00	725.00	$ 2.00	$ 1,450.00
205	Type D Lumberjack - 12"-15"	LF	1,128.0	$ 4.00	$ 4,512.00	390.00	$ 4.00	$ 1,560.00
	NON-SRF Alternate No. 3 - SA 14							
301	10" Diameter CIP Pipe Lining	LF	1,292.0	$ 22.00	$ 28,424.00	1,292.00	$ 22.00	$ 28,424.00
302	12" Diameter CIP Pipe Lining	LF	1,394.0	$ 32.00	$ 44,608.00	1,398.50	$ 32.00	$ 44,752.00
303	Lateral Reinstatement	EA	4.0	$ 70.00	$ 280.00	13.00	$ 70.00	$ 910.00
304	3-FT Lateral Grouting	EA	4.0	$ 340.00	$ 1,360.00	11.00	$ 340.00	$ 3,740.00
305	Pipe Televising - 10"	LF	2,584.0	$ 1.75	$ 4,522.00	2,584.00	$ 1.75	$ 4,522.00
306	Pipe Televising - 12"	LF	2,788.0	$ 2.50	$ 6,970.00	2,797.00	$ 2.50	$ 6,992.50
307	Type A Pipe Cleaning - 10"	LF	1,292.0	$ 1.50	$ 1,938.00	1,292.00	$ 1.50	$ 1,938.00
308	Type A Pipe Cleaning - 12"	LF	1,394.0	$ 1.90	$ 2,648.60	1,408.50	$ 1.90	$ 2,676.15
309	Type C Root Removal - 8"-10"	LF	646.0	$ 2.00	$ 1,292.00	660.00	$ 2.00	$ 1,320.00
310	Type C Root Removal - 12"-15"	LF	697.0	$ 2.00	$ 1,394.00	0.00	$ 2.00	$ -
311	Type D Lumberjack - 8"-10"	LF	646.0	$ 4.00	$ 2,584.00	996.00	$ 4.00	$ 3,984.00
312	Type D Lumberjack - 12"-15"	LF	697.0	$ 4.00	$ 2,788.00	0.00	$ 4.00	$ -
313	Protruding Taps Removal	EA	1.0	$ 200.00	$ 200.00	0.00	$ 200.00	$ -
	NON-SRF Alternate No. 4 - SA 20							
401	24" Diameter CIP Pipe Lining	LF	361.0	$ 98.00	$ 35,378.00	356.00	$ 98.00	$ 34,888.00
402	Pipe Televising - 24"	LF	722.0	$ 2.00	$ 1,444.00	712.00	$ 2.00	$ 1,424.00
403	Type A Pipe Cleaning - 8"	LF	361.0	$ 4.00	$ 1,444.00	361.30	$ 4.00	$ 1,445.20
404	Type C Root Removal - 8"-10"	LF	180.5	$ 4.00	$ 722.00	356.00	$ 4.00	$ 1,424.00
405	Type D Lumberjack - 8"-10"	LF	180.5	$ 7.00	$ 1,263.50	0.00	$ 7.00	$ -
	NON-SRF Alternate No. 5 - SA 17							
501	12" Diameter CIP Pipe Lining	LF	324.0	$ 36.00	$ 11,664.00	324.00	$ 36.00	$ 11,664.00
502	Lateral Reinstatement	EA	4.0	$ 70.00	$ 280.00	12.00	$ 70.00	$ 840.00
503	3-FT Lateral Grouting	EA	4.0	$ 340.00	$ 1,360.00	10.00	$ 340.00	$ 3,400.00
504	Pipe Televising - 12"	LF	648.0	$ 2.00	$ 1,296.00	648.00	$ 2.00	$ 1,296.00
505	Type A Pipe Cleaning - 12"	LF	324.0	$ 2.00	$ 648.00	324.00	$ 2.00	$ 648.00
506	Type C Root Removal - 12"-15"	LF	162.0	$ 2.00	$ 324.00	0.00	$ 2.00	$ -
507	Type D Lumberjack - 12"-15"	LF	162.0	$ 4.00	$ 648.00	324.00	$ 4.00	$ 1,296.00
508	Protruding Taps Removal	EA	5.0	$ 200.00	$ 1,000.00	0.00	$ 200.00	$ -

SRF WORK	**$ 971,559.25**
NON-SRF WORK	**$ 156,480.10**
PROJECT TOTAL	**$ 1,128,039.35**

ORIGINAL SRF CONTRACT	**$ 971,559.25**
SRF CO NO. 1	**$ 24,819.73**
REVISED SRF CONTRACT	**$ 996,378.98**
ORIGINAL NON-SRF CONTRACT	**$ 156,480.10**
NON-SRF CO NO. 1	**$ 1,103.75**
REVISED NON-SRF CONTRACT	**$ 157,583.85**
ORIGINAL TOTAL CONTRACT	**$ 1,128,039.35**
TOTAL CO NO. 1	**$ 25,923.48**
REVISED TOTAL CONTRACT	**$ 1,153,962.83**

Sharon Waschmat — 06/23/22
Municipal Pipe Tool Co., LLC — Date

06/23/22
Christopher G. Oelkers, AECOM, Project Engineer — Date

06/23/22
City Contract No. 1043 — Date

LICENSED PROFESSIONAL ENGINEER CHRISTOPHER G. OELKERS 22053 IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.

My license renewal date is December 31, 2023.

06/23/22
CHRISTOPHER G. OELKERS, PE License No. 22053 — Date

Pages or sheets covered by this seal: ALL PAGES

P:\60562377\600_Construction_Support\670_Change-Orders\CO NO. 1

CHANGE ORDER NO. 1

Owner	**City of Waterloo**	Date:	**June 23, 2022**
Project	**FY 2021 CIP PIPELINING PHASE IVA2**		
Owner's Contract No.	**1043**	Contractor:	**Municipal Pipe Tool Co. LLC**
Date of Contact Start	**6-Jul-21**	Contract Amount:	**$ 1,128,039.35**

You are directed to make the following changes in the Contract Documents. Description:

ALL	QUANTITY RECONCILIATION	$ 25,923.48	
	TOTAL	$ 25,923.48	ADDITION

Reason for Change Order

QUANTITY RECONCILIATION - See the attached AECOM Change Order No. 1 Tabulation

CONTRACT PRICE			SRF	NON- SRF
Original:	$ 1,128,039.35		$ 971,559.25	$ 156,480.10
Previous C.O.s (ADD/DEDUCT)	$ -		$ -	$ -
This C.O. (ADD/DEDUCT)	$ 25,923.48		$ 24,819.73	$ 1,103.75
Contract Price with all approved	**$ 1,153,962.83**		$ 996,378.98	$ 157,583.85
Total Change Orders:	**$ 25,923.48**	**2.30% Total CO %**	TOTAL	**$ 1,153,962.83**

CONTRACT TIME	To Substantial Completion	To Final Completion
Original Completion Date:		12/17/2021
Revised Completion Date:		6/30/2022

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

APPROVED:

BY: _____ _____

Owner (Authorized Signature) Date

ACCEPTED:

BY: Sharon Waschkat June 23, 2022

Contractor (Authorized Signature) Date

ACCEPTED:

BY: _____ June 23, 2022

AECOM Date

AECOM

60664721	1
Project No.	C.O. No.

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 1 with Thomas Industrial Coatings, of Pevely, Missouri, for a net increase of $4,575.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
Cont 1054_CO #1	Backup Material

SUBJECT:	Motion to approve Change Order No. 1 with Thomas Industrial Coatings, of Pevely, Missouri, for a net increase of $4,575.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Oumie Ceesay, Associate Engineer
Recommended Action:	Approve change order.
Summary Statement:	Paint caulk inside bridge canopy black to match other caulk conditions.
Implementation, Accountability, and Communication:	

CHANGE ORDER

☒ William Glaus, Thomas Industrial Coatings
☒ Jamie Knutson, City of Waterloo
☐
☐

☐
☐
☐
☐

PROJECT: 4th Street Bridge Painting

CO No.: 01

OWNER: City of Waterloo

DATE OF ISSUANCE: 07/06/22

TO: William Glaus
Thomas Industrial Coatings
2070 Highway Z
Pevely, MO 63070

FROM:
RITLAND+KUIPER Landscape Architects
501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703

You are directed to make the following changes in this Contract:

1. Paint caulk inside bridge canopy black to match other caulk conditions. $4,575.00

TOTAL ADD TO CONTRACT **$4,575.00**

Attachments:

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract time.

The original Contract Sum was……..	$98,280.00
Net change by previously authorized Change Orders……..	$0.00
The Contract Sum prior to this Change Order was……..	$98,280.00
The Contract Sum will be (increased) by this Change Order……..……..……	$4,575.00
The new Contract Sum including this Change Order will be …….	$102,855.00
The Contract Time will be (unchanged)	zero (0) Days

RITLAND+KUIPER Landscape Architects	Thomas Industrial Coatings	City of Waterloo
ARCHITECT	CONTRACTOR	OWNER
Signature	Signature	Signature
Mark Kuiper, ASLA, LEED AP	William Glaus	Jamie Knutson, PE

CITY OF WATERLOO

Council Communication

Motion to approve recommendation of appointment of Brittney Hoyer to the position of CMOM Coordinator in the Waste Management Services Department, effective July 25, 2022.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
CMOM Job Description	Backup Material
Personnel Requisition (CMOM Coordinator)	Backup Material
Personnel Request Form and questions	Backup Material

SUBJECT:	Motion to approve recommendation of appointment of Brittney Hoyer to the position of CMOM Coordinator in the Waste Management Services Department, effective July 25, 2022.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor

Any current full time regular City of Waterloo employee who meets the minimum qualifications is eligible to apply.

HOW TO APPLY

All qualified employees must submit a cover letter and resume detailing education and experience by going to the applicable link you received in an email or that was sent to the department clerical staff. Hand-delivered resumes or resumes sent by email directly to Human Resources will no longer be accepted. Deadline is NOON on Friday, May 20th.

CITY OF WATERLOO, IOWA
CIVIL SERVICE NOTICE

PROMOTIONAL EXAMINATION
CAPACITY MANAGEMENT OPERATION & MAINTENANCE (CMOM) COORDINATOR

DEPARTMENT	:	**WASTE MANAGEMENT SERVICES**
SALARY	:	**$33.31 per hour**
FLSA	:	**NON-EXEMPT**
CIVIL SERVICE	:	**INCLUDED**
BARGAINING UNIT	:	**MUNICIPAL EMPLOYEES LOCAL #177**

GENERAL STATEMENT OF DUTIES

Technical position responsible for the ongoing development and implementation of the Capacity Management, Operation & Maintenance (CMOM) Program for the sanitary and storm sewer systems. This includes but is not limited to: providing regular reports and documentation regarding results of analysis performed on the systems and making recommendations to the Collection Systems Superintendent in accordance with the City of Waterloo Condition Assessment Program. The work is performed under the general direction of the Public Works Director and/or Assistant Director Collection Systems Superintendent, but considerable leeway is granted for the exercise of independent judgment and initiative. No direct supervisory responsibilities; will provide direction to CMOM Technician on data collection and reporting requirements; will provide recommendations to sewer maintenance crews regarding areas to clean and televise.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

These functions are considered essential for successful performance in this job classification.

1. Assists in establishing programs and works with other City of Waterloo and Black Hawk County departments to collect necessary data and works in coordination with the Engineering Department in implementing Storm Water Pollution Prevention Plan (SWPPP) compliance.

2. Establishes standard inspection criteria for sanitary and storm sewers and all associated equipment and structures.

3. Analyzes visual data and performs ratings of sewer pipes based on the physical condition of the pipes and a pipe rating system, enters resulting data into a specialized computer program and assures the data is saved and stored.

4. Supplies technical data and uses multiple maps to locate sewer lines for contracted engineering firms and other City departments.

5. Generates a schedule for systematic televising programs in compliance with the CMOM requirements and establishes and assures implementation of a man-hour accounting/work order system.

6. Assists with updating the CMOM Manual, Hydraulic Model and Master Plan for the sanitary sewer system.

7. Assists in reviewing and documenting capital improvements needed for the sanitary sewer system.

8. Coordinates assignments for or completes data collection, reviews collected data for completeness, processes data and generates required reports for State and Federal government agencies.

9. Conducts field inspections of the sanitary and storm sewers.

10. Trains employees in Waste Management and other City departments involved in implementing CMOM operating procedures.

11. Works with EPA/IDNR to insure Citywide compliance with all applicable policies, procedures, rules and regulations of the CMOM Program.

12. Works with department and City staff to develop public information programs.

13. Compiles reports, performs data entry and completes forms on personal computer using the applicable software.

14. Works inside and outside to conduct field inspections of sewer systems and attend meetings; operates passenger-type vehicle to visit inspection sites; works in a variety of weather extremes, excessive noise, mechanical hazards; work environment may be dusty and dirty; terrain may be wet, slippery or uneven.

15. May assist in answering telephone customer service calls, completing reports and servicing calls or informing supervisor of requests and inquiries.

16. Works independently and with others with minimal supervision.

17. Performs work of a repetitive nature and varied workload pace.

18. Attends work regularly at the designated place and time.

19. Performs all work duties and activities in accordance with OSHA, City and Waste Management Services policies, procedures and safety rules and regulations.

20. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of the principles and practices of engineering as applied to the maintenance and inspection of storm and sanitary sewers and related structures and equipment.

2. Knowledge of the sanitary sewers as it relates to appropriate physical condition and ability to visually assess and rate the condition of the sewer lines.

3. Ability to locate sewer lines as requested for sewer maintenance, engineering firms and other City departments.

4. Ability to learn City streets layout and sewer system lines.

5. Ability to keep work logs and prepare timely and understandable notices for non-compliance with related rules and regulations.

6. Ability to function with independent judgment and skill to plan, assist and monitor the work of others as it relates to CMOM, to set up a televising schedule for sanitary sewer lines in compliance with CMOM requirements and to recognize and solve problems as they occur.

7. Ability to present materials and information in good report form, complete forms and perform required record keeping; ability to develop written reports utilizing computerized data compiled from inspections.

8. Skilled in use of personal computer and database knowledge.

9. Skilled in the use of Geographic Information Systems and their use in municipal operations.

10. Ability to communicate orally and in writing to read, analyze, record and interpret complex technical data and computations, review materials on a variety of sewer projects, present facts and findings, give advice and recommendations and respond to questions from the public, engineers, contractors and coworkers tactfully and promptly, in a clear, concise and easily understandable manner.

11. Ability to communicate effectively and maintain working relationships with other City employees, supervisors, public officials and other government agencies.

12. Ability to safely operate passenger vehicle.

13. Knowledge of occupational hazards and ability to enforce appropriate safety precautions when working at inspection sites.

14. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduate from an accredited college or university preferably with a degree in communications science or closed related field with a minimum of one (1) year related experience

OR

Graduate of a technical school or community college with an Associate of Applied Science Degree in Civil Engineering Technology or a directly equivalent degree and prefer minimum three (3) years experience in public works inspection

OR

High school graduate/GED with minimum five (5) years experience in wastewater collections systems inspection related services

OR

Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position effectively.

2. Preference will be given for demonstrated performance capabilities to establish plans and put together detailed comprehensive reports.

3. Significant data entry experience.

4. Excellent writing skills as evidenced by education and/or work experience.

5. Significant experience working with sanitary sewer systems.

6. Iowa Driver's License and good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodations.

1. Sufficient speech and hearing to understand and give verbal instructions, respond to questions from the public, public officials and contractors, engineers and other employees, in person, over the telephone or over a radio; also, to hear traffic in work areas.

2. Sufficient vision and manual dexterity that permits the employee to operate a personal computer, review inspection sites, review video tapes of televised sewer lines, handle files and perform other administrative and technical duties; must be able to spend a significant number of hours viewing and analyzing videos of sewer lines and performing the necessary data entry.

3. Sufficient color vision and depth perception to discern pipe defects.

4. Sufficient personal mobility that permits the employee to safely operate a passenger vehicle, travel inside and outside in all weather, review inspection sites and attend meetings at various locations throughout the City.

MISCELLANEOUS

1. Required to wear personal protective equipment as needed such as safety glasses, safety shoes and safety vest and ability to observe and enforce appropriate safety precautions.

2. The City of Waterloo reserves the right to conduct a background investigation including employment, education and criminal history checks on any applicant being considered for this position.

3. Must submit to and pass Civil Service examination procedures including a panel interview and written examination.

4. Must comply with the City of Waterloo Residency Policy for Critical Employees (must live within 30-mile radius of Waterloo City Hall) or must comply with Residency Policy in effect during initial hire date. Must maintain a local telephone number in order to be contacted during emergencies.

WORK SCHEDULE

Generally Monday-Friday 7:00 a.m.-3:00 p.m. with a twenty minute paid lunch. Must be available for department or City activities or meetings that require the attendance of the CMOM Coordinator. Subject to emergency call or longer shifts during flood or other severe weather conditions.

ORAL EXAMINATION

All qualified candidates who apply by the deadline date will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the interview. The top applicants, as ranked by their scores on the interview, will be the individuals placed on the certified list.

ORAL EXAMINATION DATE

All qualified candidates who apply by the deadline date will be notified of the time, place and date of the oral examination.

A.A./E.E.O.
Minority, female & disabled individuals are encouraged to apply.

Click Here to Apply

CMOM COORDINATOR DESCRIPTION APRIL 2022

PERSONNEL REQUISITION
(CMOM Coordinator)

The following questions are provided as guidelines to assist you in developing your rational for the position of *CMOM Coordinator* in the *Waste Management Services* Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

(1) What are the key job responsibilities of this position?

Establishes inspection criteria for sanitary and storm sewer systems; generates schedules for maintenance, televising, and cleaning; determines condition of systems based on visual inspection conducted in the field; communicates internally, with the public, and with state/federal agencies regarding the CMOM program; analyzes data collected within the system to identify patterns; trains others on reporting and cleaning procedures.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?

No. This position is the only one in the department and requires knowledge in collection systems and state and federal reporting requirements.

(3) How is the work of this position being accomplished now?

This work will be accomplished by the CMOM Technician and Sewer Superintendent on an interim basis until filled.

(4) Are the filled positions in your department currently being utilized to their maximum potential?

Yes. While this position is vacant the remaining staff will be hard pressed to complete the additional responsibilities of this position. Consent decree reporting requirements will be completed but data collection, input, and analysis may lack.

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?

The collection system infrastructure is constantly being cleaned, repaired, televised, and expanded. Maintaining records of this and reporting to the EPA and IDNR is mandatory. This position also fields calls from the public and provides public notification of any events which occur on the plant or in the collection system.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

None. This position is budgeted for and if not filled would risk additional costs to repair infrastructure by outsourcing the work.

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?

N/A

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.

WMS has continued to add more infrastructure within the collection system (Leversee Rd LS, Dry Run Creek Interceptor, Titus Force Main). Maintaining current staffing levels is required to keep up with documenting and reporting the activities crews are conducting.

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.

If this position is not filled, over the long term record keeping of maintenance activities will suffer and coordination of required periodic inspections could fail to occur.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?

Staff and the CMOM technician are able to handle the workload for short periods of time when the coordinator is on vacation.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?

No. This position is needed to be physically present on a daily basis to coordinate and document maintenance activities which occur year round.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

WMS requires qualified personnel in operation and maintenance of a collection and treatment system. Documenting and reporting on this work is critical for permitting and consent decree reporting requirements and would suffer without the CMOM Coordinator.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?

This position supports the goal of economic development by maintaining the necessary utility infrastructure for growth to occur.

Note: Forward completed questionnaire to Human Resources Department with original copy of Personnel Requisition form.

PERSONNEL REQUISITION FORM

Check as applicable: ☒ To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: _____

A proposed job description and questionnaire must accompany this form at time of submission to Human Resources.

****

Position Title: CMOM Coordinator Department: Waste Management Services

Reports To: Collection Systems Superintendent Work Location: 3505 Easton Ave Waterloo, IA

Employment Status:
☒ Regular Full Time ☐ Temporary Full Time from _____ to _____
☐ Regular Part Time ☐ Temporary Part Time from _____ to _____
☐ Regular 7-Month ☐ Intern/Co-op Student from _____ to _____

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: 177
Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:
☐ Internal Posting Only
☒ Internal Posting and External Advertising

****

Complete the following if the requisition is to fill a vacancy:

☐ New Position or ☒ Replacement Position for: Laura Mast – CMOM Coordinator
(Specify name and title of former incumbent)

If replacement, former incumbent: ☒ Retired/Resigned/Terminated ☐ Transferred ☐ Promoted

Date incumbent terminated employment: 4/29/2022 Date of final payout: _____

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: 7am -3pm

Justification of need for position: This is the only position that accomplishes the vital tasks of coordinating, tracking, and reporting the City's cleaning, maintenance, and repair of the storm and sanitary sewer.

What are the likely consequences if the position is not filled? More overtime, not meeting our minimum staffing requirement. Tracking of sewer maintenance activities may fall behind and jeopardize compliance with permits and federal regulations.

APPROVALS

Annual salary requirements: $ 69,284.80 Hourly Rate: $33.31($50.50) Benefits: $35,763.80
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? _____

Approved subject to the following conditions: _

Submitting Department Head	4-20-22 Date	Mayor	Date
Chief Financial Officer	Date	Human Resources Director	Date
Human Resources Committee Chairperson	Date		

Created 6/30/2017

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 7/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Bonds for Council Approval 07.18.2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
July 18, 2022

RIGHT OF WAY CONSTRUCTION BOND — AMOUNT $15,000.00

55224957	B.G. BRECKE, INC.	CEDAR RAPIDS, IA
95 BM J031 6	GARDNER PLUMBING, LLC	WATERLOO, IA
95-BA-J108-4	JEFF EVEN	JESUP, IA
95 CC 8008 4	JOE JONES DBA JONES BROTHERS ASPHALT PAVING COMPANY	WATERLOO, IA
IA5958216	SHANE SHEARS	WAVERLY, IA
IA5960963	WHOLE EXCAVATION, LLC	HUDSON, IA

CITY OF WATERLOO

Council Communication

Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, and Contract No. 3345.

City Council Meeting: 7/18/2022
Prepared: 7/7/2022

ATTACHMENTS:

Description	Type
Hangar 4 - Front End Documents	Backup Material
Pic 1 of Hangar No. 4	Backup Material
Pic 2 of Hangar No. 4	Backup Material
Pic 3 of Hangar No. 4	Backup Material
Pic 4 of Hangar No. 4	Backup Material
Bid Tabulation	Backup Material
Recommendation to Reject Bids	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution approving recommendation to reject all bids, in conjunction with the continuation of Waterloo Regional Airport improvements to Hangar No. 4, CSVI Project No. 9-I-220-ALO-200, and Contract No. 3345, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Submitted By: Keith Kaspari, Airport Director

Recommended Action: Approve awarding bid

Summary Statement:

This project continues previous years project requests for the continued rehab of both the interior and exterior improvements to the Aircraft Hangar Storage facility.

Specifically, this project provides for, and pending bids received, as follows:

A. 1,650 SqFt of interior renovation of an existing suite of office areas;
B. Conversion of one restroom to an ADA accessible restroom;
C. Installation of new ceiling light fixtures, grid and tiles;
D. Replacement of Roof Top Mounted HVAC unit;
E. Renovation of: Natural Gas Distributor / Connecting the existing Water Meter / replacement of all plumbing fixtures; replacement of a 1960's era electric circuit breaker panel / replacement of a very dated building communication system / refinishing sheet rock walls (post mold removal) / and installation of finished floor covering.

	This all for the purpose for hope for lease of office suites for additional revenue to the airport department. Due to supply chain challenges, total work is estimated at an incredible 270 calendar days.
Neighborhood Impact:	Should be no adverse / negative impact to any airport tenant at ALO.
Data/Analysis and Strategies:	Not applicable for this request by Staff.
Implementation, Accountability, and Communication:	Monthly reports will be provided to the Advisory Committee and as scheduled for the Iowa DOT Aviation Bureau Staff.
Community Engagement Methods:	Not applicable for this request from Staff.
Expenditure Required/Source of Funds:	Total funds for this project are derived from the Iowa DOT's Aviation Bureau and the CSVI and the Commercial Service Vertical Infrastructure program. Total funds available: $126,752.00.
Alternative:	No project alternatives were considered for this request for continued improvements to Hangar No: 4. Staff, along with the engineer, worked to maximize the use of the funds to complete additional needed improvements to this hangar structure.
Legal Descriptions:	N/A

HANGAR NO. 4 IMPROVEMENTS (2022)
Waterloo Regional Airport

IDOT CSVI PROJECT NO. 9I220ALO200
IDOT CONTRACT NO. 3345

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared By:
AECOM
501 Sycamore Street, Suite 222
P.O. Box 1497
Waterloo, Iowa 50704-1497

June 7, 2022

NOTICE TO BIDDERS
For the Taking of Construction Bids
For the
HANGAR NO. 4 IMPROVEMENTS (2022)
WATERLOO REGIONAL AIRPORT
In the City of Waterloo, Iowa

IDOT CSVI PROJECT NO. 9I220ALO200
CONTRACT NO. 3345

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **14th day of July, 2022** until 1:00 p.m. for the construction of the **HANGAR NO. 4 IMPROVEMENTS (2022), Contract No. 3345**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the First Floor Conference Room at City Hall, in the City of Waterloo, Iowa, on the **14th day of July, 2022**, at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

PRE-BID MEETING

A pre-bid meeting for this project will **NOT** be held, but contractors are urged to make a site visit and familiarize themselves with existing conditions.

Bidders shall arrange an individual site visit prior to Bidding by contacting the Airport Director at (319) 291-4483.

PUBLIC HEARING

The Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m. on July 18, 2022**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

SCOPE OF WORK

The scope of this project consists of a 1,650 square foot interior renovation of an existing office. The renovation includes converting one restroom to an ADA restroom; installing new ceilings, lights and diffusers; replacing roof top HVAC unit; renovating the natural gas distribution; re-connecting the existing water meter; replacing all plumbing fixtures; replacing the electrical system; replacing the building's communication system; refinishing walls; and installing flooring. The purpose of this project is to create a space suitable for a tenant lease.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and all items shall be completed within **270 calendar days**.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

The Contractor is hereby notified that if the City does not have cash on hand to pay monthly pay estimates, according to Chapter 384.57 of the Code of Iowa, payment may be made by anticipatory warrants issued bearing a rate of interest not exceeding that permitted by Chapter 74A, Code of Iowa.

PLANS AND SPECIFICATIONS

Plans and Specifications governing the construction of the proposed improvements have been prepared by AECOM, which plans and specifications, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance therewith.

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project **#8228370** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information.

Optional paper copies of the Plans and Specifications are available from AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, upon receipt of a $25.00 deposit (CHECK ONLY). Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Waterloo AECOM office listed above by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

Please DO NOT obtain Bid Documents from any source other than Questcdn.com or through the AECOM Waterloo office as listed above. Obtaining documents through any other source could prevent Bidder from being included on the official AECOM Plan Holders List which, in turn, may cause the Bidder to not receive addenda or other time-sensitive / bid-critical documents. The City has the right to reject any bids that do not have current bidding documents included in the proposal.

The deposit policy shall apply to the prime contractor awarded the project for all plans and specifications obtained and distributed by the prime contractor to their subcontractors and suppliers in determining the prime contractor's bid, if the prime contractor wishes for their deposit to be returned.

Upon award of project, the prime contractor shall be supplied with the needed number of plans and specifications at no additional cost.

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest bid.

The City reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities in the bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed thirty (30) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced with the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid

Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

PERFORMANCE & PAYMENT BONDS

The successful bidder will be required to furnish a "Performance Bond" and a "Payment Bond" within ten (10) days after forms are presented to him in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

MAINTENANCE BOND

Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at $50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City funded construction projects that are estimated at $50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals. The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

PREDETERMINED WAGE RATES

Predetermined wage rates do not apply to work on this project.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of one thousand dollars ($1,000.00) per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the contractor does, or could have worked, from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sunday if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors and City Officials.

BIDDER STATUS

Attention of bidders is called to compliance with the provisions of the Resident Bidder/Non-Resident Bidder requirements.

Each bidder submitting a bid shall execute and include with the bid, a Bidder Status Form in the form herein provided.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

SALES TAX EXEMPTION CERTIFICATES

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Waterloo.

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA







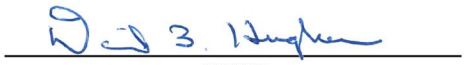


TABULATION OF BIDS
WATERLOO REGIONAL AIRPORT
HANGAR NO. 4 REHABILITATION (OFFICE AREA)
FY 2022 CSVI PROJECT
July 14, 2022

				ENGINEER'S ESTIMATE		Modern Builders		Cardinal Construction**	
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	HVAC Demolition	LS	1	$ 2,500.00	$ 2,500.00	$ 7,100.00	$ 7,100.00	$ 6,487.00	$ 6,487.00
2	HVAC Ductwork	EA	1	$ 7,000.00	$ 7,000.00	$ 10,330.00	$ 10,330.00	$ 15,367.00	$ 15,367.00
3	HVAC Roof Top Unit including Gas Piping	EA	1	$ 18,000.00	$ 18,000.00	$ 38,900.00	$ 38,900.00	$ 18,532.00	$ 18,532.00
4	Wall Removal and Asbestos Abatement	SFT	744	$ 15.00	$ 11,160.00	$ 13.00	$ 9,672.00	$ 20.88	$ 15,534.72
5	Drywall Installation and Insulation	SFT	760	$ 14.00	$ 10,640.00	$ 11.25	$ 8,550.00	$ 16.17	$ 12,289.20
6	Remove and Dispose Asbestos Floor Tile	SFT	25	$ 15.00	$ 375.00	$ 9.40	$ 235.00	$ 20.00	$ 500.00
7	Replace Ceiling Lights with LED	EA	28	$ 350.00	$ 9,800.00	$ 943.00	$ 26,404.00	$ 943.14	$ 26,407.92
8	Electrical System Replacement	SFT	1,650	$ 12.00	$ 19,800.00	$ 15.60	$ 25,740.00	$ 15.62	$ 25,773.00
9	Telecom System Replacement	SFT	1,650	$ 6.00	$ 9,900.00	$ 3.20	$ 5,280.00	$ 5.48	$ 9,042.00
10	Replace Suspended Ceiling	SFT	1,650	$ 5.00	$ 8,250.00	$ 6.40	$ 10,560.00	$ 7.69	$ 12,688.50
11	Paint Drywall and Interior CMU	SFT	2,800	$ 2.50	$ 7,000.00	$ 2.85	$ 7,980.00	$ 2.91	$ 8,148.00
12	Replace Carpet	SFT	1,500	$ 10.00	$ 15,000.00	$ 12.20	$ 18,300.00	$ 11.54	$ 17,310.00
13	Remodel Bathrooms	SFT	150	$ 200.00	$ 30,000.00	$ 82.50	$ 12,375.00	$ 309.62	$ 46,443.00
14	Replace Flooring in Bathrooms	SFT	150	$ 15.00	$ 2,250.00	$ 55.00	$ 8,250.00	$ 61.91	$ 9,286.50
				Total Bid	$ 151,675.00	Total Bid	$ 189,676.00	Total Bid	$ 223,808.84
				Bid Bond	5%	Bid Bond	5%	Bid Bond	5%

** Corrected math unit cost extensions on Cardinal Construction

TABULATED BY:



AECOM

AECOM
500 SW 7th Street
Des Moines
IA, 50309
USA
aecom.com

July 15, 2022

Mr. Keith Kaspari
Director of Aviation
Waterloo Regional Airport
2790 Livingston Lane
Waterloo, IA 50703

SUBJECT: **Hangar No. 4 Improvements**
Waterloo Regional Airport
Waterloo, Iowa
CSVI Project No. 9I210ALO200
Contract No. 22634
AECOM Project No. 60674611

Dear Mr. Kaspari:

We have reviewed the bids received by the City of Waterloo on July 14, 2022, for the above-mentioned project. A copy of the bid tabulation is attached.

Two (2) bids were received. The low bid exceeded the Engineer's Estimate of Probably Construction Cost by approximately $38,000.00.

We recommend that all bids be rejected. We were able to determine after receipt of bids that that the mechanical equipment and other electrical equipment have seen sharp increases in material costs related to market conditions.

If you have any questions or require additional information, please feel free to contact our office at your convenience.

Yours sincerely,

David B. Hughes, P.E.

Enclosure: As noted

cc: Mr. Shane Wright, IDOT (w/enclosures)
Mr. Doug Schindel, AECOM (w/enclosures)

CITY OF WATERLOO

Council Communication

FY 2023 Asphalt Emulsions for City of Waterloo's Seal coating Program.

City Council Meeting: 7/18/2022
Prepared: 7/1/2022

ATTACHMENTS:

Description	Type
Bid Tabulation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of specifications, bid documents and form of contract, etc. and authorizing to proceed. Motion to receive, file and instruct the City Clerk to read bids. Resolution awarding bid to Bituminous Materials & Supply, LP of Des Moines, Iowa in the amount of $8,035.68, (Minimum Quantity per unit price), $275,860.00 (Maximum Quantity per unit price), in conjunction with the FY2023 Asphalt Emulsions for the City of Waterloo's Seal Coating Program, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Motion
Summary Statement:	This program consists of cold, in place mixture of liquid emulsified asphalt with crushed hot mix product. Emulsified asphalt is used in the seal coating program annually for unimproved streets.
Expenditure Required/Source of Funds:	$215,000.00 Local Option Sales Tax - 205-19-7110-1513

FY 2023 Asphalt Emulsions for City's
Seal Coating Program

Bid Opening – 7/14/2022

Estimate: $215,000.00

Bidder	Bid Security	Bid Amount			
Bituminous Materials & Supply LP Des Moines, IA		**Product**	**Min. Quantity**	**Unit Price**	**Total**
		HFMS-2S	1,760 Gallons	2.63	$4,628.80
		CRS-2P	940 Gallons	3.19	$2,998.60
		CSS-1 DILUTE/3:1	236 Gallons	1.73	$408.28
		Product	**Max. Quantity**	**Unit Price**	**Total**
		HFMS-2S	5,000 Gallons	2.63	$13,150.00
		CRS-2P	65,000 Gallons	3.19	$207,350.00
		CSS-1 DILUTE/3:1	32,000 Gallons	1.73	$55,360.00

CITY OF WATERLOO

Council Communication

FY2023 CIP Pipelining Phase IVA3, Contract No. 1063.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
Bid Tabulation	Backup Material
Engineering Recommendation	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specification form of contract, etc., and authorizing to proceed.
Motion to receive and file and instruct City Clerk to read bids.
Resolution approving award of bid to Municipal Pipe Tool Co., LLC of Hudson, Iowa in the amount of $877,405.00 (Base Bid), $88,134.90 (Alternate No. 1) and $45,000.00 (Alternate No. 2), and approving the contract, bond and certificate of insurance, in conjunction with the FY 2023 CIP Pipelining Phase IVA3 Contract No. 1063, and authorizing the Mayor to execute said documents.

Submitted by: Submitted By: Brian Bowman, Treatment Operations Supervisor

FY 2023 CIP Pipelining Phase IVA3, Contract No. 1063

July 14, 2022 Bid Tab

Bidder	Bid Security	Bid Amount
Insituform Technologies Chesterfield, MO	5%	Base Bid - $984,632.20 Alt. 1- $185,797.90 Alt. 2 - $15,600.00 Total - $1,186,030.10
Municipal Pipe Tool Co., LLC Hudson, IA	5%	Base Bid - $877,405.00 Alt. 1 - $88,134.90 Alt. 2 - $45,000.00 Total - $1,010,539.90

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

July 14, 2022

Mr. Jesse Gaherty
Water Pollution Control Facility
3505 Easton Avenue
Waterloo, Iowa 50702

Subject: **FY 2023 CIP Pipelining Phase IVA3**
Letter of Recommendation - Rebid
City of Waterloo, Iowa
City Contract No. 1063
AECOM #60682318

Dear Jesse,

AECOM reviewed the bids submitted for the FY 2023 CIP Pipelining Phase IVA3 project for the City of Waterloo, Iowa, on July 14, 2022.

The low bidder (Base Bid), Municipal Pipe Tool Co., LLC, of Hudson, Iowa, has met the requirements of the Instructions to Bidders. A bid tabulation is attached for review.

AECOM recommends awarding the contract to Municipal Pipe Tool Co., LLC, of Hudson, Iowa, for the Base Bid ($877,405.00), Alternate No. 1 ($88,134.90) and Alternate No. 2 ($45,000), for a combined price of $1,010,539.90.

Yours sincerely,

Christopher G. Oelkers, PE

Enclosure: FY 2023 CIP Pipelining Phase IVA3 Bid Tab Dated 07/14/2022

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Bid Tabulation
Phase IVA3 SA 19
City of Waterloo
City Contract No. 1063
AECOM Proj. No. 60682318
Thursday, July 14, 2022

AECOM

				Engineers Estimate		Municipal Pipe Tool Co LLC		Insituform Technologies USA, LLC	
Item	$d$escription	Unit	Estimate$d $ Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	8" Diameter CIP Pipe Lining	LF	16,072.0	$ 25.00	$ 401,800.00	$ 24.50	$ 393,764.00	$ 30.20	$ 485,374.40
2	10" Diameter CIP Pipe Lining	LF	3,518.0	$ 30.00	$ 105,540.00	$ 29.50	$ 103,781.00	$ 37.40	$ 131,573.20
3	12" Diameter CIP Pipe Lining	LF	1,735.0	$ 35.00	$ 60,725.00	$ 44.00	$ 76,340.00	$ 42.40	$ 73,564.00
4	Lateral Reinstatement	EA	317.0	$ 80.50	$ 25,518.50	$ 65.00	$ 20,605.00	$ 120.00	$ 38,040.00
5	3-FT Lateral Grouting	EA	317.0	$ 391.00	$ 123,947.00	$ 450.00	$ 142,650.00	$ 395.00	$ 125,215.00
6	Pipe Televising - 8"	LF	32,144.0	$ 0.86	$ 27,724.20	$ 1.00	$ 32,144.00	$ 1.30	$ 41,787.20
7	Pipe Televising - 10"	LF	7,036.0	$ 0.86	$ 6,068.55	$ 1.00	$ 7,036.00	$ 1.30	$ 9,146.80
8	Pipe Televising - 12"	LF	3,470.0	$ 0.86	$ 2,992.88	$ 1.00	$ 3,470.00	$ 1.50	$ 5,205.00
9	Type A Pipe Cleaning - 8"	LF	16,072.0	$ 1.27	$ 20,331.08	$ 2.80	$ 45,001.60	$ 2.10	$ 33,751.20
10	Type A Pipe Cleaning - 10"	LF	3,518.0	$ 1.27	$ 4,450.27	$ 2.80	$ 9,850.40	$ 2.10	$ 7,387.80
11	Type A Pipe Cleaning - 12"	LF	1,735.0	$ 1.61	$ 2,793.35	$ 2.80	$ 4,858.00	$ 2.30	$ 3,990.50
12	Type C Root Removal - 8"-10"	LF	9,795.0	$ 1.73	$ 16,896.38	$ 1.25	$ 12,243.75	$ 0.20	$ 1,959.00
13	Type C Root Removal - 12"-15"	LF	867.0	$ 2.01	$ 1,744.84	$ 1.25	$ 1,083.75	$ 0.30	$ 260.10
14	Type D Lumberjack - 8"-10"	LF	9,795.0	$ 3.45	$ 33,792.75	$ 1.25	$ 12,243.75	$ 0.80	$ 7,836.00
15	Type D Lumberjack - 12"-15"	LF	867.0	$ 4.60	$ 3,988.20	$ 1.25	$ 1,083.75	$ 1.00	$ 867.00
16	Protruding Taps Removal	EA	45.0	$ 230.00	$ 10,350.00	$ 250.00	$ 11,250.00	$ 415.00	$ 18,675.00
	Base Bid Total				**$ 848,662.99**		**$ 877,405.00**		**$ 984,632.20**
	BID ALTERNATE NO. 1								
101	8" Diameter CIP Pipe Lining	LF	752.0	$ 25.00	$ 18,800.00	$ 24.50	$ 18,424.00	$ 67.00	$ 50,384.00
102	10" Diameter CIP Pipe Lining	LF	1,566.0	$ 30.00	$ 46,980.00	$ 29.50	$ 46,197.00	$ 69.60	$ 108,993.60
103	Lateral Reinstatement	EA	16.0	$ 80.50	$ 1,288.00	$ 65.00	$ 1,040.00	$ 120.00	$ 1,920.00
104	3-FT Lateral Grouting	EA	16.0	$ 391.00	$ 6,256.00	$ 450.00	$ 7,200.00	$ 466.00	$ 7,456.00
105	Pipe Televising - 8"	LF	1,504.0	$ 0.86	$ 1,297.20	$ 1.00	$ 1,504.00	$ 1.60	$ 2,406.40
106	Pipe Televising - 10"	LF	3,132.0	$ 0.86	$ 2,701.35	$ 1.00	$ 3,132.00	$ 1.60	$ 5,011.20
107	Type A Pipe Cleaning - 8"	LF	752.0	$ 1.27	$ 951.28	$ 2.80	$ 2,105.60	$ 2.10	$ 1,579.20
108	Type A Pipe Cleaning - 10"	LF	1,566.0	$ 1.27	$ 1,980.99	$ 2.80	$ 4,384.80	$ 2.10	$ 3,288.60
109	Type C Root Removal - 8"-10"	LF	1,159.0	$ 1.73	$ 1,999.28	$ 1.25	$ 1,448.75	$ 0.50	$ 579.50
110	Type D Lumberjack - 8"-10"	LF	1,159.0	$ 3.45	$ 3,998.55	$ 1.25	$ 1,448.75	$ 1.60	$ 1,854.40
111	Protruding Taps Removal	EA	5.0	$ 230.00	$ 1,150.00	$ 250.00	$ 1,250.00	$ 465.00	$ 2,325.00
	Bid Alternate No. 1 Total				**$ 87,402.65**		**$ 88,134.90**		**$ 185,797.90**

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BID ALTERNATE NO. 2								
201	36" PATCHING OR GROUTING	LS	1.0	$ 50,000.00	$ 50,000.00	$ 45,000.00	$ 45,000.00	$ 15,600.00	$ 15,600.00
	Bid Alternate No. 2 Total				**$ 50,000.00**		**$ 45,000.00**		**$ 15,600.00**
	PROJECT TOTAL				**$ 986,065.63**		**$ 1,010,539.90**		**$ 1,186,030.10**

CITY OF WATERLOO

Council Communication

FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids and refer to City Engineer for review.

Submitted by: Submitted By: Oumie Ceesay, Associate Engineer

River Lights: 4th Street Bridge & Dam Lighting Project

City of Waterloo, Iowa F.Y. 2022 Contract No. 1054

Bid Tabulation 07/14/22

Item No.	Description	Unit	Plan Quantity	Engineer's Est. Unit Price	Engineer's Est. Total Price	K&W Electric Bid Unit Price	K&W Electric Bid Total Price	Variation from Engineer's Est.	Difference in Total Bid Price
1	On-site Topsoil	CY	31.0	$ 15.00	$ 465.00	$ 32.00	$ 992.00	-113.3%	$ 527.00
2	Class 10, Excavation	CY	9.0	$ 20.00	$ 180.00	$ 60.00	$ 540.00	-200.0%	$ 360.00
3	Curb & Gutter, 2.5' wide, 6"	LF	40.0	$ 60.00	$ 2,400.00	$ 52.50	$ 2,100.00	12.5%	$ (300.00)
4	PCC Sidewalk, Reinforced, Standard 6"	SY	29.0	$ 70.00	$ 2,030.00	$ 85.00	$ 2,465.00	-21.4%	$ 435.00
5	PCC Sidewalk, Reinforced, Dark Gray, 6"	SY	44.4	$ 160.00	$ 7,104.00	$ 190.00	$ 8,436.00	-18.8%	$ 1,332.00
6	PCC Sidewalk, Reinforced, Tan, 6"	SY	183.2	$ 160.00	$ 29,312.00	$ 190.00	$ 34,808.00	-18.8%	$ 5,496.00
7	Detectable Warnings, Cast Iron, Red colored	SF	16.0	$ 52.00	$ 832.00	$ 65.00	$ 1,040.00	-25.0%	$ 208.00
8	Removal of Sidewalk, Shared Use Path, or Driveway	SY	212.6	$ 10.00	$ 2,126.00	$ 38.00	$ 8,078.80	-280.0%	$ 5,952.80
9	Removal of Curb & Gutter	LF	40.0	$ 8.00	$ 320.00	$ 11.00	$ 440.00	-37.5%	$ 120.00
10	Removal of Trees - Clear & Grub	EA	1.0	$ 300.00	$ 300.00	$ 2,200.00	$ 2,200.00	-633.3%	$ 1,900.00
11	Traffic Control	LS	1.0	$ 4,000.00	$ 4,000.00	$ 11,500.00	$ 11,500.00	-187.5%	$ 7,500.00
12	Wattles Installation, 12"	LF	162.0	$ 4.00	$ 648.00	$ 4.00	$ 648.00	0.0%	$ -
13	Wattles Removal	LF	162.0	$ 1.00	$ 162.00	$ 2.25	$ 364.50	-125.0%	$ 202.50
14	Inlet Protection Device, Installation	EA	1.0	$ 90.00	$ 90.00	$ 320.00	$ 320.00	-255.6%	$ 230.00
15	Inlet Protection Device, Maintenance	EA	1.0	$ 15.00	$ 15.00	$ 160.00	$ 160.00	-966.7%	$ 145.00
16	Sod	SF	1284	$ 1.00	$ 1,284.00	$ 2.50	$ 3,210.00	-150.0%	$ 1,926.00
16A	Watering	MGAL	25	$ 160.00	$ 4,000.00	$ 320.00	$ 8,000.00	-100.0%	$ 4,000.00
17	Combined Retaining Wall & Sidewalk	CY	4.7	$ 850.00	$ 3,995.00	$ 1,550.00	$ 7,285.00	-82.4%	$ 3,290.00
17A	Pedestrian Railing	LF	28	$ 90.00	$ 2,520.00	$ 225.00	$ 6,300.00	-150.0%	$ 3,780.00
18	Litter Receptacles (Installation Only)	EA	1	$ 250.00	$ 250.00	$ 300.00	$ 300.00	-20.0%	$ 50.00
19	Benches (Installation Only)	EA	2	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	0.0%	$ -
20	Concrete Drilled Shaft	EA	6	$ 23,600.00	$ 141,600.00	$ 28,850.00	$ 173,100.00	-22.2%	$ 31,500.00
21	Mobilization	LS	1	$ 20,000.00	$ 20,000.00	$ 75,000.00	$ 75,000.00	-275.0%	$ 55,000.00
22	Removal of Type A Sign	EA	5	$ 50.00	$ 250.00	$ 75.00	$ 375.00	-50.0%	$ 125.00
23	Install Type A Sign	EA	5	$ 25.00	$ 125.00	$ 200.00	$ 1,000.00	-700.0%	$ 875.00
24	Manhole Adjustment, Minor	EA	1	$ 1,000.00	$ 1,000.00	$ 525.00	$ 525.00	47.5%	$ (475.00)
25	Fiber Glass Handholes	EA	4	$ 5,000.00	$ 20,000.00	$ 2,750.00	$ 11,000.00	45.0%	$ (9,000.00)
26	100A MCB 208V 3Ø, 4W Load Center	EA	1	$ 2,000.00	$ 2,000.00	$ 1,750.00	$ 1,750.00	12.5%	$ (250.00)
27	15A-1P Breakers	EA	15	$ 75.00	$ 1,125.00	$ 50.00	$ 750.00	33.3%	$ (375.00)
28	20A-1P Breaker	EA	1	$ 75.00	$ 75.00	$ 50.00	$ 50.00	33.3%	$ (25.00)
29	25A-1P Breaker	EA	2	$ 75.00	$ 150.00	$ 50.00	$ 100.00	33.3%	$ (50.00)
30	30A-1P Breaker	EA	2	$ 75.00	$ 150.00	$ 50.00	$ 100.00	33.3%	$ (50.00)
31	CBX-ST Boxes (Installation Only)	EA	12	$ 150.00	$ 1,800.00	$ 125.00	$ 1,500.00	16.7%	$ (300.00)
32	CBX-DS Boxes (Installation Only)	EA	9	$ 150.00	$ 1,350.00	$ 125.00	$ 1,125.00	16.7%	$ (225.00)
33	CBX 100 Boxes (Installation Only)	EA	2	$ 150.00	$ 300.00	$ 125.00	$ 250.00	16.7%	$ (50.00)
34	Main Controller (Installation Only)	EA	1	$ 150.00	$ 150.00	$ 1,500.00	$ 1,500.00	-900.0%	$ 1,350.00
35	Wireless Transceiver (Installation Only)	EA	9	$ 100.00	$ 900.00	$ 1,000.00	$ 9,000.00	-900.0%	$ 8,100.00
36	POE Injector (Installation Only)	EA	6	$ 100.00	$ 600.00	$ 350.00	$ 2,100.00	-250.0%	$ 1,500.00
37	Type LBL fixtures (Installation Only)	EA	98	$ 75.00	$ 7,350.00	$ 250.00	$ 24,500.00	-233.3%	$ 17,150.00
38	RGB Points of Light (Installation Only)	EA	10	$ 75.00	$ 750.00	$ 600.00	$ 6,000.00	-700.0%	$ 5,250.00
39	Gotham ICO Downlights (Installation Only)	EA	24	$ 50.00	$ 1,200.00	$ 400.00	$ 9,600.00	-700.0%	$ 8,400.00
40	Type LBX Fixtures (Installation Only)	EA	37	$ 75.00	$ 2,775.00	$ 250.00	$ 9,250.00	-233.3%	$ 6,475.00
41	Type LOG Fixtures (Installation Only)	EA	286	$ 100.00	$ 28,600.00	$ 200.00	$ 57,200.00	-100.0%	$ 28,600.00
42	Type LBS Fixtures (Installation Only)	EA	16	$ 75.00	$ 1,200.00	$ 250.00	$ 4,000.00	-233.3%	$ 2,800.00
43	Type LBM Fixtures (Installation Only)	EA	16	$ 75.00	$ 1,200.00	$ 250.00	$ 4,000.00	-233.3%	$ 2,800.00
44	Weather Rated Junction Boxes	EA	220	$ 200.00	$ 44,000.00	$ 400.00	$ 88,000.00	-100.0%	$ 44,000.00
45	Ethernet Cabling	LF	2,060	$ 16.00	$ 32,960.00	$ 6.00	$ 12,360.00	62.5%	$ (20,600.00)
46	Electrical Circuits	LF	4,380	$ 20.00	$ 87,600.00	$ 30.00	$ 131,400.00	-50.0%	$ 43,800.00
47	Fiber Run	LF	350	$ 18.00	$ 6,300.00	$ 23.00	$ 8,050.00	-27.8%	$ 1,750.00
48	Tower Structure Installation	LS	1	$ 25,000.00	$ 25,000.00	$ 8,000.00	$ 8,000.00	68.0%	$ (17,000.00)
49	Cascade Structure Installation	LS	1	$ 70,450.00	$ 70,450.00	$ 9,000.00	$ 9,000.00	87.2%	$ (61,450.00)
			Total Engineer Estimate		$ 563,993.00	Bid Total	$ 750,772.30	Total Difference	$ 186,779.30

CITY OF WATERLOO

Council Communication

FY 2023 Martin Luther King, Jr. Drive/Northeast Industrial Park Wetland Mitigation, Contract No. 1005.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids and refer to City Engineer for review.

Submitted by: Submitted By: Jamie Knutson, PE, City Engineer

FY 2023 Martin Luther King Jr. Drive/Northeast Industrial Park Wetland Mitigation Project, Contract No. 1005

Bid Tab: July 7, 20022

Engineer's Estimate: $156,334.95

Bidder	Bid Security	Bid Amount
Vieth Construction Corporation Cedar Falls, IA	5%	$174,499.85
Lodge Construction, Inc. Clarksville, IA	5%	$129,472.88
Peterson Contactors, Inc. Reinbeck, IA	5%	$121,562.90
Arends Excavating, LLC Waterloo, IA	5%	$129,266.64

CITY OF WATERLOO

Council Communication

Demolition and Site Clearance Services, Contract No. D-2022-07-05P, located at 928 Mulberry Street, 1526 E. 4th Street, 1527 E. 4th Street, 307 Sumner Street, and 335 Sumner Street.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
Bid Tabulation	Backup Material
Demolition RFB Contract D-2022-07-05P	Backup Material
928 Mulberry St Detailed Report	Backup Material
1526 E 4th St Detailed Report	Backup Material
1527 E 4th St Detailed Report	Backup Material
307 Sumner St Detailed Report	Backup Material
335 Sumner St Detailed Report	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Motion to receive, file and instruct the City Clerk to read bids. Resolution awarding bid to Lehman Trucking & Excavating, Inc., of Waterloo, Iowa, in the amount of $70,521.00, and approving the contract, bond and certificate of insurance in conjunction with Demolition and Site Clearance Services, Contract No. D-2022-07-05P, located at 928 Mulberry Street, 1526 E. 4th Street, 1527 E. 4th Street, 307 Sumner Street, and 335 Sumner Street, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Most of the properties were acquired through Iowa Code 657A, and have already been tested and abated for asbestos, and are now being demolished.
Data/Analysis and Strategies:	Nuisance Abatement and Economic Development, policy 1, 3 and 4.

Expenditure Required/Source of Funds: Unknown/Nuisance Abatement bonds or TIF bonds (estimate is $60,000)

Demolition Services
Contract No. 2022-07-05P

July 7, 2022

Estimate: $60,000.00

Bidder	Bid Security	Bid Amount
Lehman Trucking & Excavating, Inc Waterloo, IA	5%	$70,521.00
D. W. Zinser Company Walford, IA	5%	$73,600.00

CITY OF WATERLOO, IOWA

Request for Bid

DEMOLITION AND SITE CLEARANCE SERVICES
[no regulated asbestos-containing materials (no RACM)]

July 2021

RFB Demolition and Site Clearance Services Contract D-2022-07-05P
928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street,
307 Sumner St, and 335 Sumner Street

City of Waterloo, Iowa

Prepared by the City of Waterloo Planning and Zoning Department

SECTION I
NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid

The City of Waterloo is seeking sealed bids for the (Non-RACM) demolition, removal, disposal and site clearance of **928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street, 307 Sumner Street, and 335 Sumner Street.**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by Thursday July 7, 2022 at 1:00 p.m. (our clock), Central Time, in order to be considered. City Hall is located at 715 Mulberry Street, Waterloo, Iowa. Bids sent electronically or via facsimile will not be accepted. The mailing container should be marked as noted below, and include the name of the company submitting the bid.

1.1 RFB Timeline

Name of the Bid:	Demolition and Site Clearance Services (Non-RACM) Demolition Contract D-2022-07-05P
Notice of RFB Date:	June 16, 2022
Mandatory Walk Thru Date:	**There will not be a mandatory walk thru**
Deadline for Bid Submittal:	**Thursday July 7, 2022 at 1:00 p.m., Central Time**
Submit Sealed Bid to:	Address exactly as stated: SEALED RFB FOR DEMOLITION AND SITE CLEARANCE SERVICES - (NO-RACM) DEMOLITION CONTRACT D-2022-07-05P. City Hall City Clerk's Office 715 Mulberry Street Waterloo, IA 50703
Method of Submittal:	Mail or Overnight Delivery, In Person (**No** Electronic or Fax Submittals)
Contact Person, Title: **E-mail Address**:	Aric Schroeder, City Planner/Project Manager (City's Representative) aric.schroeder@waterloo-ia.org
Phone:	Phone: 319-291-4366

1.2 The City reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in bids if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder. The City reserves the right to defer acceptance of any

bid for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving bids.

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received later than the date and time stated above. Late bids will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.

1.4 **Bids will be opened on Thursday July 7, 2022, at 1:00 pm (our clock) Central Time in the second floor Council Chambers and will be streamed live on the City of Waterloo's YouTube Cannel.** The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the award. **The awarding of the Contract is anticipated to be at the City Council meeting on Monday July 18, 2022.** The Waterloo City Council will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the project, and potentially award the Contract at 5:30 p.m. on July 18, 2022, in the Harold E. Getty Council Chambers in City Hall, 715 Mulberry Street. Any person interested may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection at the hearing. Contact the City Clerk's Office at 319-291-4323 or clerks@waterloo-ia.org with questions about speaking at a public hearing.

1.5 Bids will be evaluated promptly after opening. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bids may be withdrawn anytime prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II
INSTRUCTIONS TO BIDDERS

2.0 The Bid shall include the attached Exhibit "A" signature page, properly completed. A company representative who is authorized to bind the company will sign on behalf of the company to indicate to the City that you have read all provisions of the RFB and agree to all terms and conditions, except as provided in paragraph 2.4 below. By making a Bid, the Bidder represents that they have examined the subject property. Any questions about the meaning or intent of the specifications must be submitted no later than seven days prior to the Deadline for Bid Submittal listed above. The City of Waterloo reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgment of the bid evaluators, is the most responsive and responsible bid.

2.1 **General Liability Insurance** with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage is required. At a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out their work. The Contractor shall provide certificate of insurance having the City of Waterloo as additional insured.

2.1.1 The City reserves the right to require increased liability limits, not to exceed Fifteen Million Dollars ($15,000,000) from bidders, should the

project represent an elevated hazard level to the City as determined by the Insurance Committee.

2.1.2 Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars ($1,000,000) per occurrence combined single limit/Two Million Dollars ($2,000,000) general aggregate.

2.1.3 Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars ($1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.

2.1.4 Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.

2.1.5 Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A- or above. It will be the outside party's responsibility to provide proof of their carriers rating.

2.1.6 The City of Waterloo, Iowa will be named as an additional insured with respect to all casualty insurance policies.

2.1.7 Certificate of insurance will be submitted to the City Clerk prior to commencement of the contract/agreement and shall include a thirty-day notice of cancellation provision.

2.1.8 If the outside party fails to perform any of its obligations under the City's Insurance and Policy Requirements, Waterloo reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.

2.2 Bonds

2.2.1 **A guarantee from each Bidder equivalent to five percent (5%) of the price is required.** The guarantee shall consist of a firm commitment, such as a bond, certified check, or other negotiable instrument acceptable to the City, as assurance that the Bidder will, upon acceptance of its bid, execute such contractual documents as may be required within the time specified.

2.2.2 **Successful Bidder 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 the Contract.

2.3 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

2.4 Important Exceptions to Contract Documents - The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Any exceptions should be noted on the Signature Page. Companies are

cautioned that exceptions taken to this RFB may cause their bid to be rejected. No additional exceptions shall be allowed after submittal of a bid.

2.5 Incomplete Information - Failure to complete or provide any of the information requested in this RFB, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

SECTION III
SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 **The initial term of the Contract shall be for three (3) months, anticipated to be from August 1, 2022 to October 31, 2022.**

3.0.2 A Contract, approved by the City Council and signed by the Mayor, shall become the document that authorizes the Contract to begin, assuming the insurance and bond requirements have been met. Each section contained herein, any addenda and the response (Bid) from the successful bidder, and all exhibits to the RFB shall also be incorporated by reference into the resulting Contract.

3.0.3 No price escalation will be allowed during the initial term of the Contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide documentation on the requested increase. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate (or allow to expire) without cost, the future performance of the Contract.

3.0.4 The total actual expenses shall not exceed the amount allowed by the project Contract, including any renewal extensions thereof, unless amended by written agreement.

3.1 Agreement Forms

3.1.1 After award, the Bidder will be required to enter into a written contract with the City that is substantially in the form attached hereto as Exhibit “C”.

3.1.2. Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the 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 under the Contract.

3.1.3 Termination for Convenience. The 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 the Contract at any time by delivering to Contractor 10-days’ advance written notice of intent to terminate.

3.1.4 Remedies. If Contractor is in default of the Contract and has not cured said default as set forth in Section 3.1.2 above, the City may take any one or more of the following steps, at its option:

3.1.4.1 by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants under the Contract, or enjoin any acts or things which may be unlawful or in violation of the rights of the City under the Contract, or obtain damages caused to the City by any such default;

3.1.4.2 have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

3.1.4.3 declare a default of the Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under the Contract;

3.1.4.4 terminate the Contract by delivering to Contractor a written notice of termination; and/or

3.1.4.5 take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor under the Contract, including but not limited to the recovery of funds.

3.1.4.6 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 under the Contract, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

3.2 Terms of Payment

3.2.1 Invoices for services authorized under this Contract shall be submitted as "lump sum" after services are delivered and accepted, although the city may, at the city's sole option, provide partial payment for partial work completed.

3.2.2 For accounting purposes, all invoices shall contain a sufficient level of detail regarding all services provided and allowable expenses incurred, and submitted to the City with supporting documentation by e-mail or US mail to: **Attn: City of Waterloo Planning and Zoning Department, 715 Mulberry Street, Waterloo, IA 50703**.

3.2.3 City has the right, at its discretion, to deny payment for any work by any Contractor if the total actual expenses exceed the amount allowed by the project Contract, including any renewal extensions thereof. The Contractor is not obligated to continue performance of services under this Agreement or otherwise incur costs in excess of the total actual expense allowed unless an amendment to the Contract is approved, and the City notifies the Contractor, in a written amendment, of the City's acceptance of the revised total actual expense allowed.

3.2.4 All work is to be done in strict compliance with this RFB and Demolition Specifications attached as Exhibit "B". The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

SECTION IV
SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking bids for demolition and site clearance services (no-RACM) for: **928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street, 307 Sumner Street, and 335 Sumner Street.**

4.1 Scope of Work

The City of Waterloo is seeking a qualified demolition contractor to demolish the structures and clear the site. The Bidder understands and agrees that demolition and debris removal in the

most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The services to be performed under this Contract shall consist of the work described in the separate "Demolition Specifications" document (attached Exhibit "B") and shall be performed according to the standards set forth therein and herein. Any reference in this RFB to "this specification" shall include such Demolition Specifications. Bidder shall be responsible to familiarize itself with the specifications and to make a personal examination of the job site(s) and the physical conditions that may affect its performance under the Contract.

This Contract includes five properties, including: 928 Mulberry Street (a two story single family home), 1526 E 4th Street (a one and a half story single family home), 1527 E 4th Street (a one story single family home), 307 Sumner Street (a two story single family home), and 335 Sumner Street (a two story single family home). **Please note**: All properties have been, or will be abated for asbestos containing material (ACM). 335 Sumner Street has not yet been abated, but is under contract to be abated of ACM. A notice to proceed will not be issued for this property until ACM abatement is complete, which is anticipated to be completed before, or shortly after award of Contract.

4.2 Silence of Specifications – Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Bid.

SECTION V
METHOD OF EVALUATION

5.0 Contract Award - Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.

5.0.1 Award of Contract shall be made to the most responsible and responsive bid from a Company whose bid offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Bidder based on an "all or none" bid, on individual responses, or as is otherwise deemed to be in the best interest of the City.

5.1 Financial Terms will not be the sole determining factor in the award. To determine the award, the City will award a contract to the Bidder offering services and experience that best represents the overall value to the City.

5.2 Bid Evaluation Procedures

5.3.1 Each bid will be evaluated based on experience and the evaluators' judgment of how well the bid addresses the City's requirements. Each prospective company is assured that any bid submitted will be evaluated using the best available information and without any forgone conclusions.

5.3.2 Consideration will also be given to solicited written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each bid.

5.3 A Bidder's submission of a bid constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.4 Following the evaluation process, the award process is as follows:

5.5.1 The evaluators shall determine which bidder has submitted the best bid using the criteria set forth above, and make its recommendation to the City Council.

5.5.2 The City Council considers a resolution awarding the Contract and authorizing the Mayor to execute the Contract on behalf of the City. **Note**, no Contract shall be deemed to be created and exist unless and until the City Council adopts a resolution awarding the Contract and authorizes the Mayor to sign the Contract.

5.5.3 The Mayor executes the Contract.

SECTION VI
GENERAL TERMS AND CONDITIONS

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF WATERLOO, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY, and CONTRACTOR refers to the successful bidder.

2. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no Contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or Contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in this Request for Proposal.

3. **SPECIFICATION DEVIATIONS BY THE PROPOSER/ OFFEROR** - Any deviation from this specification MUST be noted in detail, and submitted in writing in the Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

4. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same Contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

5. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.

6. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal opening, will be void regardless of when they were mailed.

7. **HOLD HARMLESS AGREEMENT** - The Contractor agrees to protect, defend, indemnify and hold harmless the City of Waterloo, its officers and employees, their agencies and agents, from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this Contract.

8. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.

9. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars ($). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All proposal responses must be submitted in English.

10. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 45 days and on receipt of an original invoice and all necessary supporting documentation.

11. **MODIFICATION, ADDENDA & INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the

Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the Contract documents and shall be acknowledged and dated on the signature page.

12. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

13. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.

14. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

15. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.

16. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

17. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of age, race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, citizenship status, disability, or veteran status.

18. **TAXES** - The City of Waterloo is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

19. **PROPOSAL INFORMATION IS PUBLIC** – All documents submitted with any proposal and the proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Waterloo in connection with a proposal, the submitting party recognized this and waives any claim against the City of Waterloo and any of its officers and employees relating to the release of any document or information submitted.

    Each submitting party shall hold the City of Waterloo and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Waterloo arising from any proposal opportunity.

EXHIBIT "A"

SIGNATURE PAGE

The undersigned Proposer/Bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required services and pay all incidental costs in strict conformity with these documents for the stated process as payment in full.

Our bid, for demolition and site clearance of the sites are, not to exceed:

928 Mulberry Street	**$**
1526 E 4th Street	**$**
1527 E 4th Street	
307 Sumner Street	
335 Sumner Street	**$**
Total	**$**

Total in written form: _____

The correct summation of the actual bid tabulation figures will supersede the listed total.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print) _____

Authorized Representative Signature _____

Date : _____ Email: _____

Phone: _____ Fax: _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be listed in writing on an attached document provided by the Bidder. Please be as specific as possible. Please check one:

____ Our company has **no** exceptions/deviations.
____ Our company **does** have exceptions/deviations which are listed on an attached document.

GENERAL INFORMATION. Freight and/or delivery charges, if any, shall be included in the price.

FIRM PRICING. Offered prices shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Contract.

ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda). The authorized representative herby acknowledges receipt of the following addenda:

Addenda Number _____ Date _____ Addenda Number _____ Date _____

☐ We choose not to bid at this time but would like to be considered for future requests for bid

EXHIBIT "B"

CITY OF WATERLOO
DEMOLITION SPECIFICATIONS
DEMOLITION AND SITE CLEARANCE SERVICES – (NO-RACM) DEMOTION
CONTRACT D-2022-07-05P

928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street, 307 Sumner Street, and 335 Sumner Street

PART 1 - GENERAL

1.01 CITY REPRESENTATIVES

The City's Representative for this project is: Aric Schroeder, City Planner/Project Manager.

1.02 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents or by the Project Manager, the Contractor shall:

A. Remove and properly dispose of **all trees** (except for street trees within the street right-of-way), structures, cement slabs, and driveways, trash, rubbish, basement walls, floors, foundations, steps, planters, retaining walls, fences, wells, cisterns, landscape features such as pools and waterers and concrete or asphalt flatwork such as sidewalks (excluding public sidewalks in street right-of-way), driveways, and the like from the specified property.

B. Properly deal with any fuel tanks, outdoor toilets and septic tanks, cisterns, meter pits, and plug or abandon wells in accordance with standards prescribed in Part 2.

C. Remove the materials from the demolition site in accordance with federal, state and local regulations.

D. Remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.

E. Remove and legally dispose of mercury-containing materials including fluorescent, high-pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.

F. Disconnect all utility services before demolition per Section 2.07.

G. Perform site clearance, grading, restoration and erosion control.

H. Complete the demolition work in accordance with the plans and these technical specifications.

1.03 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Littering Streets

1. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the work.

2. Littering of the site shall not be permitted.

3. All waste materials shall be promptly removed from the site.

B. Street Closure

1. If it should become necessary to close any traffic lanes, it shall be the Contractor's responsibility to acquire the necessary obstruction permits and to place adequate barricades and warning signs as required by the City.

2. Street or lane closures shall be coordinated with the appropriate City authority.

C. Protection of the Public by the Contractor. A temporary fence shall be erected around all excavation, dangerous building(s) or structure(s) to prevent access to the public unless the City's Project Manager determines that the site is sufficiently secure without fencing. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed.

D. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City.

E. Dust Control: The Contractor shall comply with applicable air pollution control requirements of the City's Representative. The Contractor shall take appropriate actions to minimize atmospheric pollution, and toward that objective the City's Representative shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:

1. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.

2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

F. Requirements for the Reduction of Fire Hazards

1. Removal of Material: Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.

2. Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.

3. Fires: No fires of any kinds will be permitted in the demolition work area.

4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.

5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.

G. Protection of Utilities: The Contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay to repair or replace any damaged utilities. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience. All below-ground utilities that are abandoned as a result of demolition shall be terminated at least two (2) feet below the finish grade of the site.

H. Protection of Adjacent Property

1. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent to parcels released for demolition, even if an adjacent property is scheduled for future demolition. The Contractor shall pay to repair or replace any such damage. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

2. The Contractor shall restore existing agricultural drain tiles or roadway sub drains that are cut or removed, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City's Representative.

1.04 RISK OF LOSS

A. The Contractor shall accept the site in its present condition and shall inspect the site for its character and type of structures to be demolished. The City assumes no

responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change in conditions that occur after the acceptance of the lowest responsible, responsive proposal will be allowed.

B. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc. which may arise from its handling of materials not covered by the scope of the work.

1.05 PROPERTY OWNERSHIP

A. Title: The property addresses will be included in the Contract Documents. Following execution of the Contract, and upon issuance of Notice to Proceed with respect to a given property, for the work of demolition and site clearance on all or any part of the demolition area referenced in the Notice to Proceed, all rights, title, and interest of the City in and to buildings, structures, fixtures and other personal property to be demolished and/or removed by the Contractor on part or all of said project area as described in the Contract Documents and Contract addenda thereto, shall be deemed to be vested in the Contractor. All materials are to be removed and disposed of or salvaged in conformance with these specifications.

B. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract Documents. Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition.

1.06 VACATING OF BUILDINGS

The structures identified in the Contract Documents shall be vacated before a Notice to Proceed is issued and the Contractor begins work. In case the Contractor finds that any structure is not vacated, the Contractor shall immediately notify the City's Representative and shall not begin demolition or site clearance operations on such property until further directed by the City's Representative. The Contractor's responsibility for such buildings will not begin until the City's Representative issues a subsequent Notice to Proceed with Demolition Order. No claim for extension of time or increase in price will be considered because of occupancy of any buildings. In case such occupancy is prolonged, the City reserves the right to delete the structure from the work.

1.07 PERMITS AND FEES

The Contractor shall obtain all the necessary permits and pay all permit fees that are required by the City or any other governmental authority in conjunction with the demolition work. The Contractor shall obtain a demolition permit issued by the City of Waterloo Building Inspections Department, which fee will be waived for demolition of City property.

1.08 MEASUREMENT AND PAYMENT

A. Demolition Work: The Contractor shall be paid the lump sum price for demolition at each site as indicated in the proposal and as approved by the City, and this payment will be full compensation for removal of buildings, building materials, contents of buildings, appliances, incidental demolition debris, basement walls, foundations, steps, private sidewalks, driveways, and trees from the site; disconnection of utilities; furnishing and compaction of backfill material; grading of disturbed areas; erosion control and seeding; placing and removing safety fencing; collapsing of septic tanks and cisterns; capping of wells; and other work as necessary to complete the project. All such work shall be performed in accordance with standards prescribed in Part 2

B. Incidental Items: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies, fees, permits and other expenses necessary to complete this work according to the plans and specifications.

PART 2 -EXECUTION

2.01 DEMOLITION SCHEDULE

The Contractor shall complete the Project in an expeditious manner and shall commence work in a timeline consistent with the term of the Contract after being notified by the City with a Notice to proceed on any given property or properties. 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 the Contract.

2.02 SALVAGE OF DEMOLITION MATERIALS

The Contractor shall be allowed to salvage materials from any property on this project. No salvaging shall occur on the property until after the City of Waterloo has issued a Notice to Proceed for the property. The Contractor shall assume all expense, risk, and liability for salvaging. It is preferred that the Contractor remove items to be salvaged from the premises to the Contractor's premises or other private lands for pick up by other individuals or entities. If the Contractor intends to allow any other individuals or entities to enter the property on this project to perform salvaging, the Contractor shall only do so after obtaining from the third-party salvager a certificate of insurance for general liability with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage. For entities with employees, it shall include Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all of the entity's employees carrying out their work. The Contractor and the City of Waterloo, Iowa, its officers

and employees, shall be named as additional insured on the third-party salvager's general liability insurance policies and certificates of insurance

2.03 DEMOLITION AND REMOVALS

A. Structural Parts of Buildings

1. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance.

2. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day's work.

B. Basements and Foundation Walls: Cement slabs and footings or foundations of structures without basements are to be completely removed. All concrete basements, footings, slabs of basementless structures and floors, including that of garages, are required to be completely removed and shall be broken up and removed. The basement area is to be inspected and approved by the City's Representative before backfilling is started. Failure to obtain approval may result in re-excavation of the basement area at the Contractor's expense. The City cannot provide verification regarding the area of the basements, but the Black Hawk County Assessor's detailed reports do provide indication for presence of basements and approximate areas.

C. Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs and appurtenances, unless otherwise directed.

D. Signs and Landscape Structures: Landscape structures, retaining walls, or signs must be removed with the project. The Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such structures are removed, the area shall be graded to match adjacent natural grade levels or as directed by the City's Representative. The cost of removal of any such structures is incidental and shall be included in the lump-sum bid for demolition. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal to vertical, or as directed by the City's Representative.

E. Fences: Fences, guardrails, bumpers, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a Contract parcel and an improved non-Contract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.

F. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.

G. Vegetation: The Contractor shall remove all trees, and such other stumps, bushes, vegetation, brush and weeds, whether standing or fallen. The Contractor shall protect any trees on adjacent

property from damage by the demolition operation. In the event that the Contractor damages an adjacent property tree, it shall be repaired or removed and replaced by the Contractor as directed by the City's Representative.

H. Fuel Tanks: Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Iowa Department of Natural Resources.

1. Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner.
2. All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide or nitrogen gas until they are gas-free when checked with a "Explosimeter" or another equally efficient instrument, before the work of removal is begun. Checking with the "Explosimeter" shall be done in the presence of the City's Representative by competent personnel.

I. Outdoor Toilets and Septic Tanks: Outdoor toilets and septic tanks shall be pumped out by a licensed company. The toilet building shall be demolished and removed from the site. After cleanout or removal of structures, outdoor toilets, septic tanks, cisterns and meter pits shall be collapsed so they will not hold water and filled with dirt. Any excavations shall be backfilled and compacted in accordance with these specifications.

2.04 WELL PLUGGING AND ABANDONMENT

If applicable, all drilled wells shall be plugged and abandoned in accordance with Iowa Code § 455B.190 and Iowa Administrative Code title 567, chapter 39. An Iowa Department of Natural Resources, Abandoned Water Well Plugging Record shall be filed upon completion of the well abandonment. All sand point wells shall be pulled out of the ground, or if unable to be pulled, shall be plugged in accordance with Iowa Code.

2.05 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

A. Acknowledgement: The Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all applicable guidelines, requirements, laws, regulations, of any federal, state or local agencies or authorities. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work or not in compliance with these specifications shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work or not in compliance with these specifications.

B. Debris: All materials and incidental demolition debris shall be removed from the demolition area leaving the demolition area free of debris. Any cost incurred by the City in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under the Contract.

C. **Tires, Household Hazardous Waste, White Goods and Electronics:** Tires, household hazardous waste (HHW) (which includes propane tanks, paint, pesticides and other materials that are restricted items for disposal in municipal landfills), white goods (which include household appliances such as washers, dryers, refrigerators, stoves, dishwashers, heaters, hot water heaters, etc.) and electronics (e-waste) will be first segregated from the structures and transported to an appropriate disposal site. The Black Hawk County Landfill will not accept HHW, so an alternative disposal site must be proposed. These wastes may be segregated in the field and hauled in concentrated loads. The Contractor shall visit the site to determine the number of tires that have been abandoned on site. If any additional tires are deposited on site prior to commencing demolition activity, the Contractor shall immediately notify the City's Representative of the quantity of additional tires so a change order can be prepared for additional removal. A change order will only be considered if the Contractor identified the number of abandoned tires on the site in the bid tabulation.

D. **Disposal of Demolition Debris and Solid Waste:**

1. All debris and solid waste shall be delivered by the Contractor to the Black Hawk County Landfill. The Contractor shall be responsible to pay all fees for waste disposal. The Contractor shall submit to the City's Representative copies of all disposal tickets for entire project. The cost of all disposal fees shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition.

2. All loads shall be secured while in transit, and all trucks used for disposal shall have a solid metal tailgate. Tarps and netting shall be used to prevent loss or dispersal of debris during transit and to minimize the threat of harm to the general public, private property and public infrastructure.

E. **Asbestos Abatement:** The structures have been tested and have been or will be abated for asbestos containing materials (ACM). The property at 335 Sumner Street has not yet been abated, but is under contract to be abated of ACM. A notice to proceed will not be issued for this property until ACM abatement is complete, which is anticipated to be completed before, or shortly after award of Contract.

F. **Freon Removal and Disposal:** The handling of Freon-containing appliances is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the identification and removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

G. **PCB and Mercury Removal and Disposal:** The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

2.06 BACKFILL, GRADING, AND CLEAN UP

A. Backfill: When site conditions permit, as determined by the City's Representative, soil shall be used as backfill material. Excess excavation materials shall be removed from the site. Any borrow or fill material shall be approved by the City's Representative before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.

B. Compaction: All excavations shall be backfilled with acceptable material and compacted. The Contractor shall notify the City's Representative twenty-four hours in advance of placing any backfill. All backfill shall be adequately compacted so as to minimize soil settling.

C. Additional Fill Material: All additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. There shall be no payment for additional fill material, which shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition.

D. Hand Labor: The Contractor shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site and adjacent public right-of-way of any debris.

E. Grading: The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The Contractor shall grade and shape the site to drain, complete final clean up and erosion control as part of the lump sum price for demolition.

F. Final Cleaning Up:

1. Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on public or private property at or adjacent to the project area. All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include grading and erosion control (seeding) that meets applicable standards and regulations.

2. On demolition sites where erosion control will be delayed because of the allowable seeding dates, the Contractor shall complete grading and shaping of the site to leave the site in a neat and presentable (mowable) condition subject to the approval of the City's Representative. Erosion control shall include preparation of the seedbed, furnishing and installing seed, fertilizer, and straw mulch.

3. Final cleaning up shall be subject to approval of the City's Representative and in accordance with applicable regulations. All pieces, parts, scraps, debris, rubbish, wood or organic materials from demolition activities shall be cleaned up and removed from the premises. Final cleanup after a structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents

and its furnishings, including all debris, organic materials, rubbish, wood, concrete and masonry rubble. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar, whichever is completely required to eliminate the hazard.

2.07 UTILITY DISCONNECTIONS

The Contractor shall be responsible for coordinating with public and private utility companies for disconnection of services, including, but not limited to, water, sewer, electricity, natural gas, cable television, phone and internet.

A. Sanitary Sewer Service Disconnection: All sanitary sewer services shall be disconnected before demolition work begins and plugged in conformance with requirements of the City. The Contractor shall not backfill the area prior to inspection by the Waterloo Building Inspections Department. Contractor may contact the Waterloo Building Inspections Department for requirements to comply with this specification.

B. Water Service Disconnection: All water services and stubs for the buildings or properties within the demolition work shall be disconnected before demolition work begins in conformance with the requirements of the City. The Contractor shall not backfill the area prior to inspection by Waterloo Water Works. Contractor may contact the Waterloo Water Works for requirements to comply with this specification.

C. Backfill and Compaction:

1. Streets: The Contractor shall backfill, compact as specified and patch the surface of all excavations made in streets according to the specifications of the Waterloo Engineering Department. Contractor shall contact the Waterloo Engineering Department for compliance with this specification.

2. Public Right-of-Way: All areas within the public right-of-way (including parking and sidewalk areas) shall be compacted and restored. Any sidewalk removed or damaged shall be replaced to the specifications of the Waterloo Engineering Department. Contractor shall contact the Waterloo Engineering Department for compliance with this specification.

2.08 EROSION CONTROL

During demolition activities, Contractor shall control off-site vehicle track out (stabilized entrance) and prevent sediment from reaching neighboring properties or drainage infrastructure. This can be accomplished through use of vegetative buffers, silt fence or wattles. All on site or adjacent storm water intakes shall be protected as needed. After demolition, all disturbed areas associated with the work shall be broadcast seeded and fertilized in order to prevent erosion. The following seed mixture shall be used:

40% Berkshire Hard Fescue
30% Treasure Chewing Fescue
30% Badger Creeping Red Fescue

Required application rate: 10 pounds per 1,000 SF.

Straw mulch is required and a 21-7-14 fertilizer at 3 pounds per 1,000 SF to be used after the seed has been applied. Once vegetation is established to stabilize the soil, the Contractor shall remove all temporary erosion control measures. City's Representative may approve alternate seeding blends that are deemed equally acceptable as determined by the City.

For any sites over one acre of disturbance:

1. All of the above requirements shall be met, and
2. Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) and obtain necessary approvals/permits from the City and State.
3. Contractor shall contact the Waterloo Engineering Department for pre-disturbance inspection prior to land disturbance, and for post-disturbance inspection prior to permit closure.

2.09 SAFETY AND FENCING

A. Safety: The Contractor shall comply with all applicable current federal, state and local safety and health regulations.

B. Safety Fencing: The Contractor shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The fencing, including all materials, shall be considered incidental to the demolition. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing material shall remain the property of the Contractor.

2.10 AUTHORIZED WORKERS

Only the Contractor and its employees are allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents. Other individuals or entities that the Contractor intends to allow to salvage materials shall only be allowed on the premises after fully satisfying the insurance requirements specified in Section 2.02 above.

2.11 DAILY CLEAN UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY

At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

2.12 RESERVED

2.13 EQUIPMENT

1. The Contractor shall be equipped with the normal tools of the trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

2. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations, including, without limitation, all US DOT, Iowa DOT and safety regulations, and are subject to approval of the City. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

3. Contractor shall submit copies of the landfill tickets generated during project to the Project Manager that identifies the disposal site (Black Hawk County Landfill – refer to 2.05 (D) Disposal of Demolition Debris and Solid Waste) to which the materials were delivered. Such tickets shall be required to process billing statements by the Contractor.

2.14 ARCHAEOLOGY

In the event that archaeological deposits (soils, artifacts and features, including cisterns, privies and the like), or other remnants of human activity are uncovered, or if archaeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the Contractor will take reasonable measures to avoid or minimize harm to finds. The Contractor will inform the Project Planner who will in turn notify the City. The City will then inform the State Historical Society of Iowa (SHSI) immediately. Work in the sensitive area cannot resume until a qualified archaeologist determines the extent of the discovery, consultations between SHSI are complete, and the City has been notified by SHSI to proceed.

2.15 PRICING

This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and City. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

2.16 PROPERTY DAMAGE

The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site, and shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City, withheld from future payments of the Contractor, or paid from the performance bond.

2.17 SPECIAL PROVISIONS

None

Exhibit "C"

CONTRACT D-2021-11-03P
CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[No Regulated Asbestos Containing Materials (No RACM)] 928 Mulberry Street, 1526 E 4th Street, 1527 E 4th Street, 307 Sumner Street, and 335 Sumner Street

This Contract for Demolition and Site Clearance Services (no RACM) (the "Contract") is entered into as of July 18, 2022 by and between the City of Waterloo, Iowa ("City") and _____. ("Contractor").

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

1. Term and Services. For the period of August 1, 2022 thru October 31, 2022, 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 $_____ 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 work shall commence within ten (10) days after the City has issued a Notice to Proceed unless otherwise agreed upon by both parties, and all work shall be completed and delivered within the term of the 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.

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	CONTRACTOR
By: _____	_____
Quentin Hart, Mayor	Authorized Representative

Attest: _____
Kelly Felchle, City Clerk

Beacon™ Black Hawk County, IA

Summary

Parcel ID	891325130007
Alternate ID	
Property Address	928 MULBERRY ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief	ORIGINAL PLAT WATERLOO EAST SE 51 FT LOT 1 BLK 25 EXC NW 5
Tax Description	FT NE 43 FT NE 20 FT SE 51 FT LOT 4 BLK 25 (Note: Not to be used on legal documents)
Deed Book/Page	2012-001918 (8/1/2011)
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS



Neighborhood

Neighborhood EWTLO-01

Owner information

Deed
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Mail To
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/30/2008	EMP MORTGAGE CORPORATION I	HAYES,JOHN D	2008-00016361	SALES $10,000 OR LESS (LINE 3 OF THE DECLARATION OF VALUE) - PRIOR 09	Deed		$3,500.00
11/30/2006	CACARI,LEONIDES A	BANKERS TRUST CO OF CALIFORNIA	2007-014003	SHERIFF OR TAX SALE - PRIOR 09	Deed		$41,530.00
5/31/2000	BERG,ROBERT	CACARI,LEONIDES A	673-700	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		$47,500.00
3/22/2000	BERG,ROBERT	TURN KEY PROPERTY SERVICES LLC	337-451	RESIDENTIAL SALE OF TWO OR MORE PARCELS-SINGLE CONSIDERATION - PRIOR 09	Contract		$104,000.00
6/13/1995			648-340	TRANSFER INTENDED ONLY TO SECURE A DEBT OR OTHER FINANCIAL OBLIGATION - PRIOR 09	Deed		$32,000.00
3/17/1994			648-301	TRANSFER INTENDED ONLY TO SECURE A DEBT OR OTHER FINANCIAL OBLIGATION - PRIOR 09	Deed		$22,510.00

⊞ Show There are other parcels involved in one or more of the above sales:

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: x

Front Footage	Front	Rear	Side 1	Side 2
Main Lot	46.00	46.00	80.00	80.00
Sub Lot 2	5.00	5.00	37.00	37.00
Sub Lot 3	0.00	0.00	0.00	0.00
Sub Lot 4	0.00	0.00	0.00	0.00

Lot Area 0.09 Acres; 3,865 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	2 Story Frame
Architectural Style	N/A
Year Built	1892
Exterior Material	Wd Lap
Total Gross Living Area	1,656 SF
Attic Type	None;
Number of Rooms	7 above; 0 below
Number of Bedrooms	4 above; 0 below
Basement Area Type	Full
Basement Area	852
Basement Finished Area	
Plumbing	2 Standard Bath - 3 Fi; 1 Sink;
Central Air	No
Heat	Yes
Fireplaces	
Porches	
Decks	
Additions	1 Story Frame (196 SF) (196 Bsmt SF); 1 Story Frame (140 SF); 1 Story Frame (8 SF);
Garages	

Permits

Permit #	Date	Description	Amount
WA 02661	05/27/2010	Misc	500

Valuation

		2022	2021	2020	2019	2018	2017
	Classification	Residential	Residential	E	E	E	E
+	Assessed Land Value	$6,360	$6,360	$2,730	$2,730	$2,730	$2,730
+	Assessed Building Value	$0	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$2,270	$2,270	$2,060	$2,060	$2,060	$2,060
=	Gross Assessed Value	**$8,630**	**$8,630**	**$4,790**	**$4,790**	**$4,790**	**$4,790**
-	Exempt Value	($8,630)	($8,630)	($4,790)	($4,790)	($4,790)	($4,790)
=	Net Assessed Value	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	8,630

Taxation

		2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+	Taxable Land Value	$0	$0	$0	$0
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$0	$0	$0
=	Gross Taxable Value	**$0**	**$0**	**$0**	**$0**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$0**	**$0**	**$0**	**$0**
x	Levy Rate (per $1000 of value)	40.15223	40.46092	39.49347	40.08430
=	Gross Taxes Due	**$0.00**	**$0.00**	**$0.00**	**$0.00**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00

	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
= Net Taxes Due	$0.00	$0.00	$0.00	$0.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	$0	No		364321
	September 2021	$0	No		
2019	March 2021	$0	No		222288
	September 2020	$0	No		

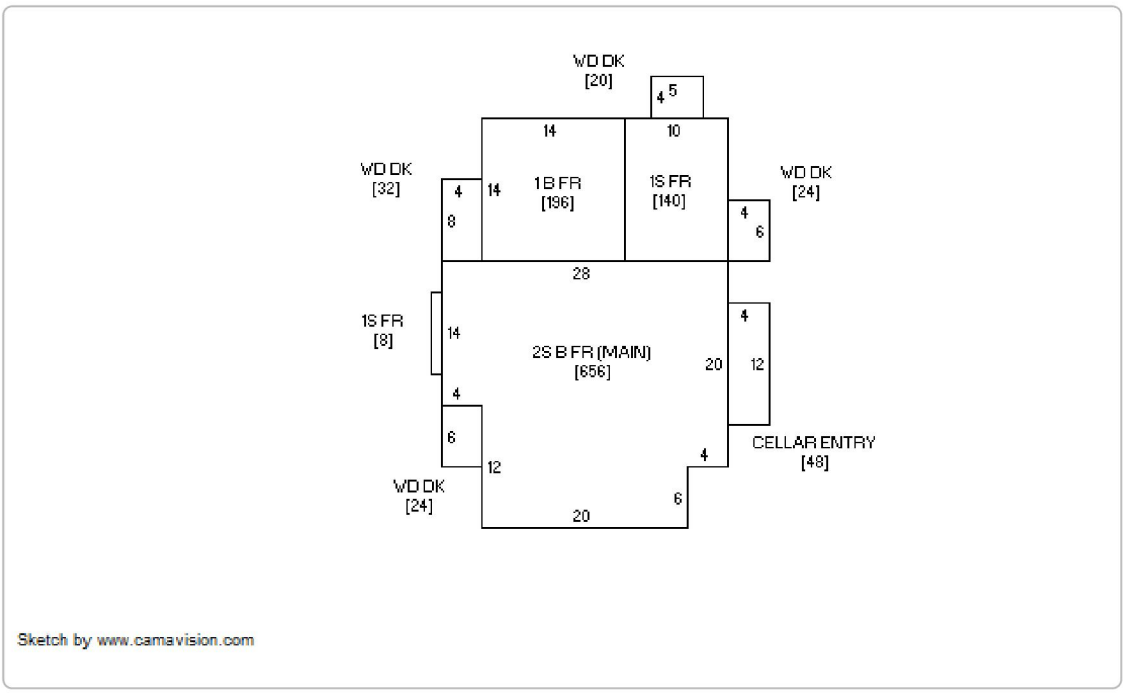
Pay Property Taxes

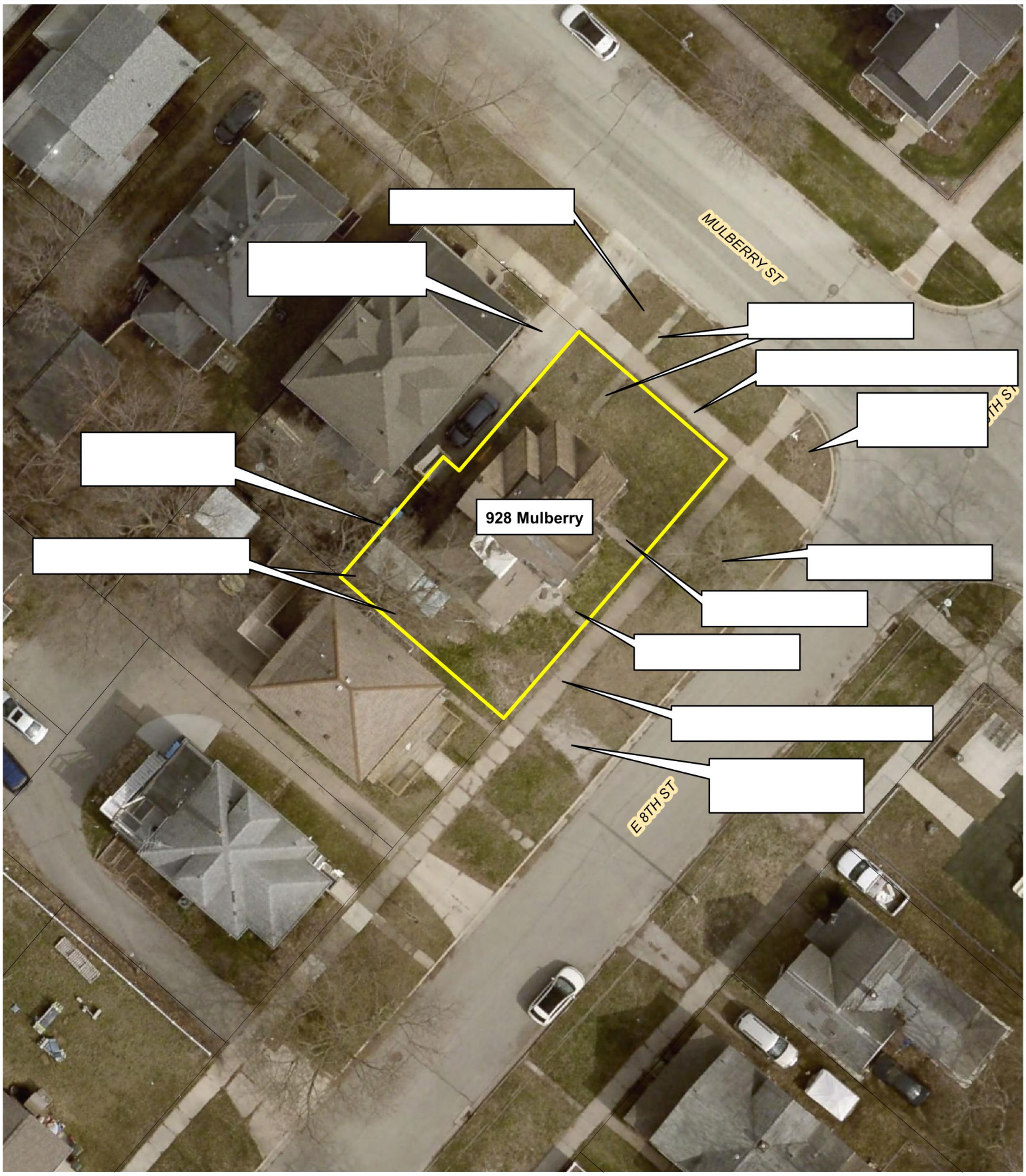
Click here to pay property taxes for this parcel.

Photos



Sketches





City of Waterloo, Iowa

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Beacon™ Black Hawk County, IA

Summary

Parcel ID	891324129013
Alternate ID	
Property Address	1526 E 4TH ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief	NORTH ADDITION S 60 FT LOTS 5 AND 6 BLK 9
Tax Description	(Note: Not to be used on legal documents)
Deed Book/Page	2019-001989 (8/6/2018)
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS



Neighborhood

Neighborhood EWTLO-13

Owner information

Deed
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Mail To
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 60.00 x 120.00
Lot Area 0.17 Acres; 7,200 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	1 1/2 Story Frame
Architectural Style	N/A
Year Built	1909
Exterior Material	Wd Lap
Total Gross Living Area	1,238 SF
Attic Type	None;
Number of Rooms	6 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	728
Basement Finished Area	
Plumbing	1 Standard Bath - 3 Fi;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (132 SF);
Decks	
Additions	
Garages	672 SF (24F W x 28F L) - Det Frame (Built 1966);

Valuation

		2022	2021	2020	2019	2018	2017
	Classification	Residential	Residential	E	E	Residential	Residential
+	Assessed Land Value	$7,130	$7,130	$4,280	$4,280	$4,280	$4,280
+	Assessed Building Value	$0	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$18,820	$18,820	$18,820	$18,820	$18,820	$18,820
=	Gross Assessed Value	**$25,950**	**$25,950**	**$23,100**	**$23,100**	**$23,100**	**$23,100**
-	Exempt Value	($25,950)	($25,950)	($23,100)	($23,100)	$0	$0
=	Net Assessed Value	**$0**	**$0**	**$0**	**$0**	**$23,100**	**$23,100**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	25,950

Taxation

		2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+	Taxable Land Value	$0	$0	$2,436	$2,381
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$0	$10,712	$10,468
=	Gross Taxable Value	**$0**	**$0**	**$13,148**	**$12,849**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$0**	**$0**	**$13,148**	**$12,849**
x	Levy Rate (per $1000 of value)	40.15223	40.46092	39.49347	40.08430
=	Gross Taxes Due	**$0.00**	**$0.00**	**$519.26**	**$515.00**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	Net Taxes Due	**$0.00**	**$0.00**	**$519.26**	**$515.00**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	$0	No		301149
	September 2021	$0	No		
2019	March 2021	$0	No		259593
	September 2020	$0	No		
2018	March 2020	$0	No		150672
	September 2019	$0	No		

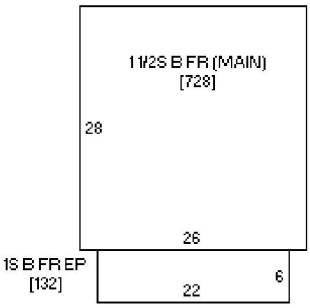
Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos



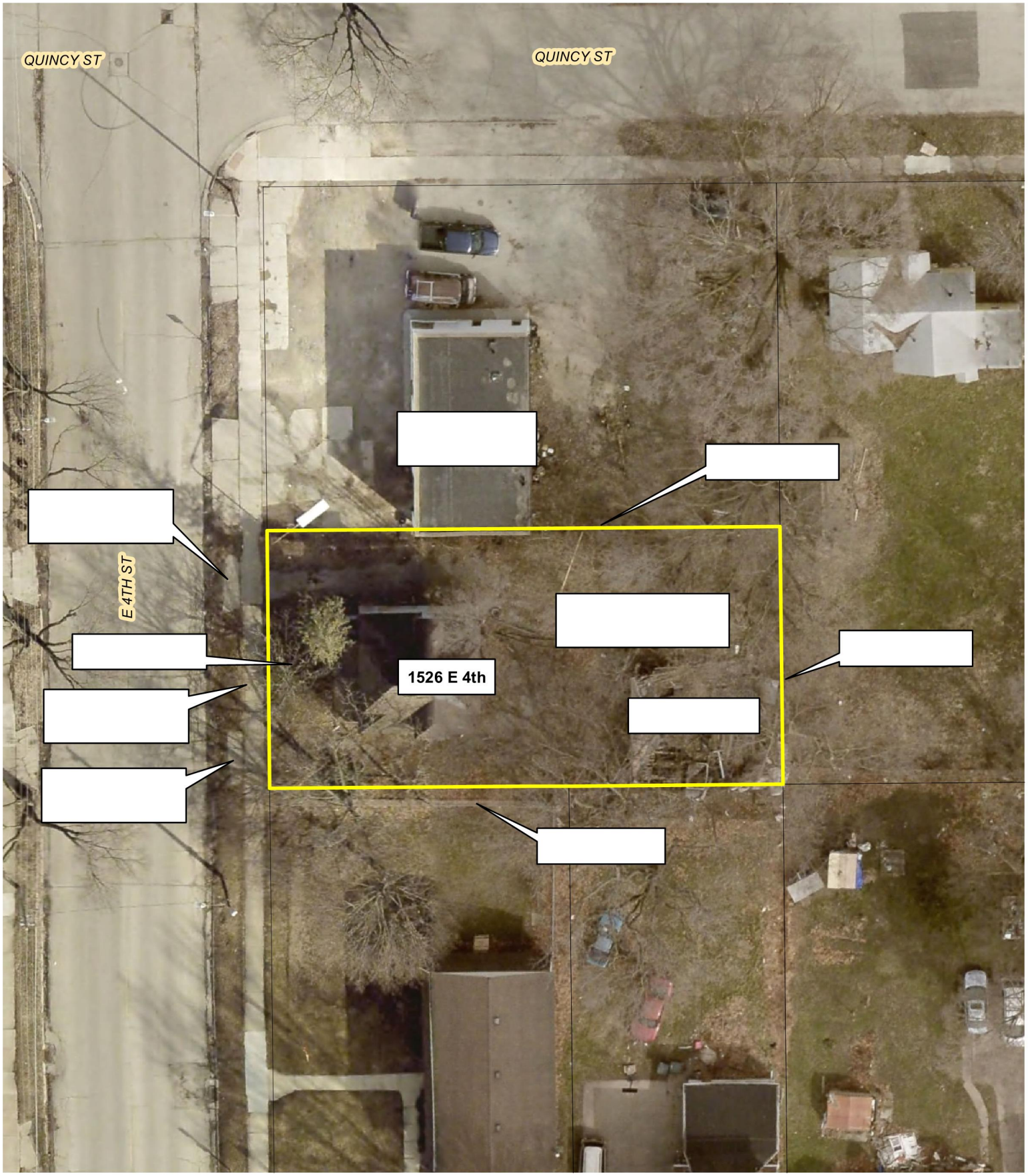
Sketches



Sketch by www.camavision.com

Map





City of Waterloo, Iowa

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Beacon™ Black Hawk County, IA

Summary

Parcel ID	891324105007
Alternate ID	
Property Address	1527 E 4TH ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief	NORTH ADDITION N 52 FT LOT 1 BLK 4 N 52 FT E 21 FT LOT 2 BLK 4
Tax Description	(Note: Not to be used on legal documents)
Deed Book/Page	2017-016320 (3/21/2017)
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS



Neighborhood

Neighborhood EWTLO-13

Owner information

Deed
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Mail To
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/7/2017	GREY FOX PROPERTIES LLC	MOWAT,MICHAEL B	2017-00016320	QUIT CLAIM DEED	Deed		$5,409.00
9/29/2016	SCOTT,MAXINE	GREYFOX PROPERTIES LLC	2017-00006935	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$987.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 52.00 x 81.00
Lot Area 0.10 Acres; 4,212 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	1 Story Frame
Architectural Style	N/A
Year Built	1880
Exterior Material	Alum
Total Gross Living Area	903 SF
Attic Type	None;
Number of Rooms	5 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	679
Basement Finished Area	
Plumbing	1 Standard Bath - 3 Fi;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (84 SF);
Decks	
Additions	1 Story Frame (224 SF);
Garages	316 SF - Det Frame (Built 1950);

Permits

Permit #	Date	Description	Amount
WA 0731	06/10/2003	Roof	1,200

Valuation

		2022	2021	2020	2019	2018	2017
	Classification	Residential	Residential	E	E	E	E
+	Assessed Land Value	$5,010	$5,010	$3,000	$3,000	$3,000	$3,000
+	Assessed Building Value	$0	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$17,490	$17,490	$17,490	$17,490	$17,490	$17,490
=	Gross Assessed Value	**$22,500**	**$22,500**	**$20,490**	**$20,490**	**$20,490**	**$20,490**
-	Exempt Value	($22,500)	($22,500)	($20,490)	($20,490)	($20,490)	($20,490)
=	Net Assessed Value	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	22,500

Taxation

		2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+	Taxable Land Value	$0	$0	$0	$0
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$0	$0	$0
=	Gross Taxable Value	**$0**	**$0**	**$0**	**$0**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$0**	**$0**	**$0**	**$0**
x	Levy Rate (per $1000 of value)	40.15223	40.46092	39.49347	40.08430
=	Gross Taxes Due	**$0.00**	**$0.00**	**$0.00**	**$0.00**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	Net Taxes Due	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	$0	No		305213
	September 2021	$0	No		
2019	March 2021	$0	No		238942
	September 2020	$0	No		

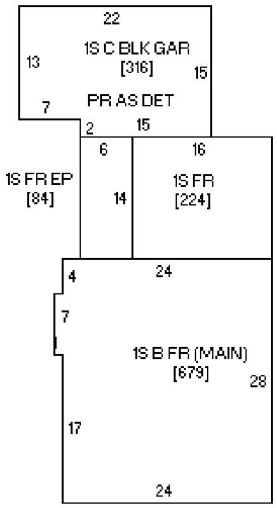
Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

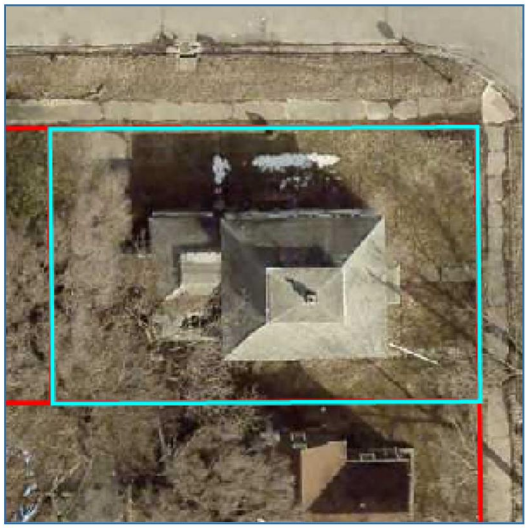


Sketches



Sketch by www.camavision.com

Map





City of Waterloo, Iowa

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Beacon™ Black Hawk County, IA

Summary

Parcel ID	891324178017
Alternate ID	
Property Address	307 SUMNER ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief	HAMMOND & HOPKINS ADDITION E 9 FT LOT 8 BLK 4 W 24.53 FT
Tax Description	LOT 9 BLK 4 (Note: Not to be used on legal documents)
Deed Book/Page	2017-008176 (10/28/2016)
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS



Neighborhood

Neighborhood EWTLO-13

Owner information

Deed
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Mail To
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
12/31/2001	COLE,TERRY	EPPS,ESTHER LEWIS	681-948	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		$5,500.00
2/2/1999	COLE,ANNIE MAE KINCAID	COLE,TERRY	667-308	SALE BETWEEN FAMILY MEMBERS - PRIOR 09	Deed		$3,000.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 34.00 x 140.00
Lot Area 0.11 Acres; 4,760 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	2 Story Frame
Architectural Style	N/A
Year Built	1894
Exterior Material	Wd Lap
Total Gross Living Area	1,344 SF
Attic Type	None;
Number of Rooms	6 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	672
Basement Finished Area	
Plumbing	1 Standard Bath - 3 Fi;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (48 SF);
Decks	Asph/Wd Roof OH (80 SF);
Additions	
Garages	

Permits

Permit #	Date	Description	Amount
WA 3355	01/01/2003	Misc	500

Valuation

		2022	2021	2020	2019	2018	2017
	Classification	Residential	Residential	E	E	E	E
+	Assessed Land Value	$4,250	$4,250	$2,550	$2,550	$2,550	$2,550
+	Assessed Building Value	$0	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$5,490	$5,490	$5,490	$5,490	$5,490	$5,490
=	Gross Assessed Value	**$9,740**	**$9,740**	**$8,040**	**$8,040**	**$8,040**	**$8,040**
-	Exempt Value	($9,740)	($9,740)	($8,040)	($8,040)	($8,040)	($8,040)
=	Net Assessed Value	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	9,740

Taxation

		2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+	Taxable Land Value	$0	$0	$0	$0
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$0	$0	$0
=	Gross Taxable Value	**$0**	**$0**	**$0**	**$0**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$0**	**$0**	**$0**	**$0**
x	Levy Rate (per $1000 of value)	40.15223	40.46092	39.49347	40.08430
=	Gross Taxes Due	**$0.00**	**$0.00**	**$0.00**	**$0.00**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	Net Taxes Due	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	$0	No		341174
	September 2021	$0	No		
2019	March 2021	$0	No		202264
	September 2020	$0	No		

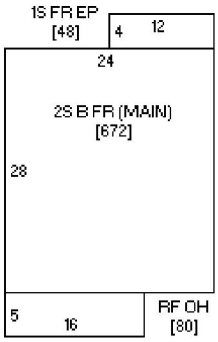
Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos



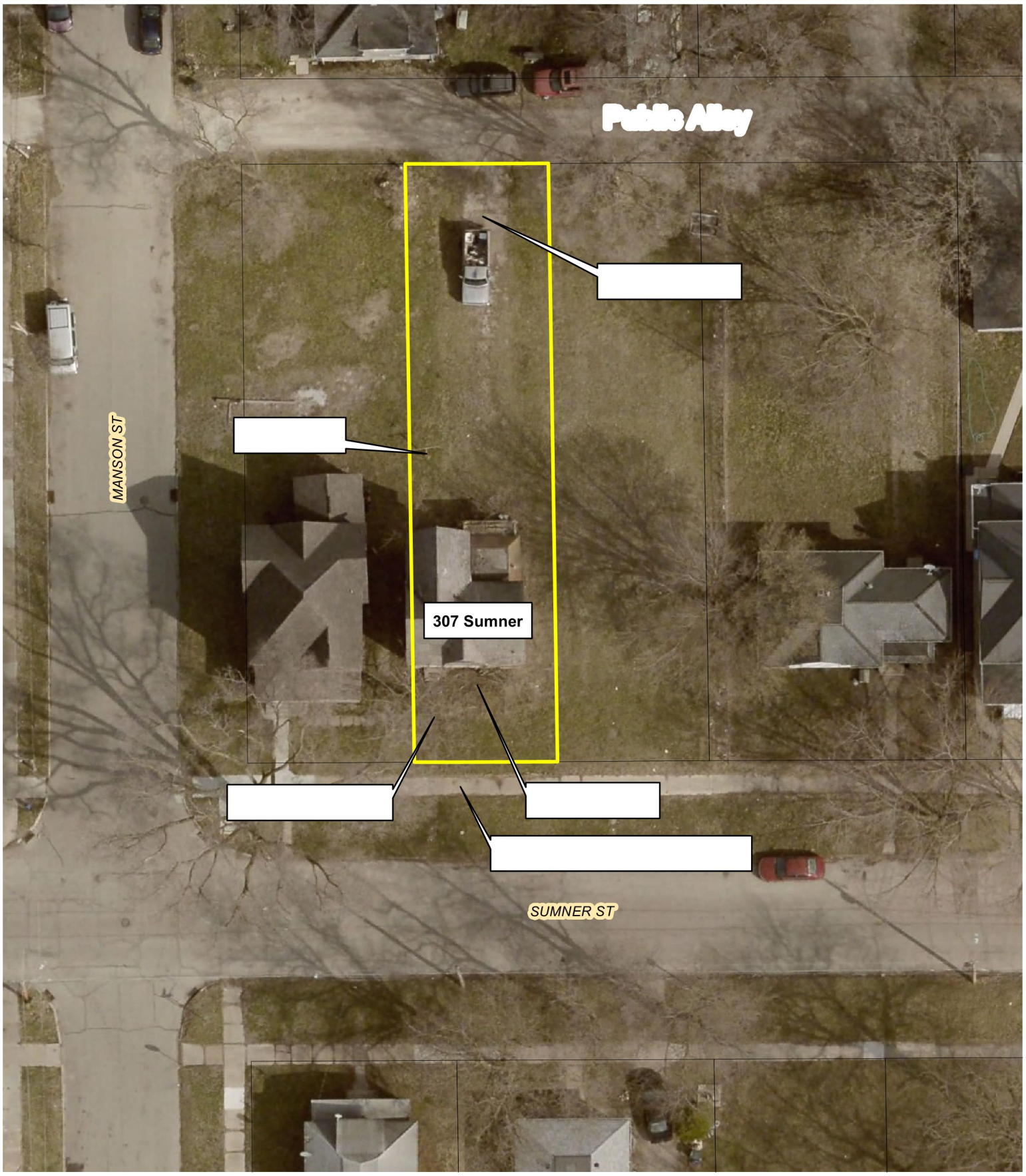
Sketches



Sketch by www.camavision.com

Map





City of Waterloo, Iowa

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Beacon™ Black Hawk County, IA

Summary

Parcel ID	891324178010
Alternate ID	
Property Address	335 SUMNER ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief	MANSONS SUBDIVISION E 30 FT LOT 3 BLK 1 W 6 FT LOT 4 BLK 1
Tax Description	(Note: Not to be used on legal documents)
Deed Book/Page	2017-008044 (10/26/2016)
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS



Neighborhood

Neighborhood EWTLO-13

Owner information

Deed
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Mail To
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/30/2015	PENN,AUDREY L	RESIDENTIAL EQUITY PARTNERS LLC	2016-00006612	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$692.00
8/10/1982			246-750	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		$27,800.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 36.00 x 140.00
Lot Area 0.12 Acres; 5,040 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family / Owner Occupied
Style	2 Story Frame
Architectural Style	N/A
Year Built	1914
Exterior Material	Alum
Total Gross Living Area	1,304 SF
Attic Type	Floor & Stairs;
Number of Rooms	6 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	652
Basement Finished Area	
Plumbing	1 Standard Bath - 3 Fi;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Open (144 SF);
Decks	
Additions	
Garages	

Permits

Permit #	Date	Description	Amount
WA 2895	12/08/2005	Demo/Rmvl	0
WA # 39	01/26/1995	Misc	12,385

Valuation

		2022	2021	2020	2019	2018	2017
	Classification	Residential	Residential	E	E	E	E
+	Assessed Land Value	$4,500	$4,500	$2,700	$2,700	$2,700	$2,700
+	Assessed Building Value	$0	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$12,760	$12,760	$12,760	$12,760	$12,760	$12,760
=	Gross Assessed Value	**$17,260**	**$17,260**	**$15,460**	**$15,460**	**$15,460**	**$15,460**
-	Exempt Value	($17,260)	($17,260)	($15,460)	($15,460)	($15,460)	($15,460)
=	Net Assessed Value	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	17,260

Taxation

		2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+	Taxable Land Value	$0	$0	$0	$0
+	Taxable Building Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$0	$0	$0
=	Gross Taxable Value	**$0**	**$0**	**$0**	**$0**
-	Military Credit	$0	$0	$0	$0
=	Net Taxable Value	**$0**	**$0**	**$0**	**$0**
x	Levy Rate (per $1000 of value)	40.15223	40.46092	39.49347	40.08430
=	Gross Taxes Due	**$0.00**	**$0.00**	**$0.00**	**$0.00**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	Net Taxes Due	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	$0	No		356910
	September 2021	$0	No		
2019	March 2021	$0	No		204669
	September 2020	$0	No		

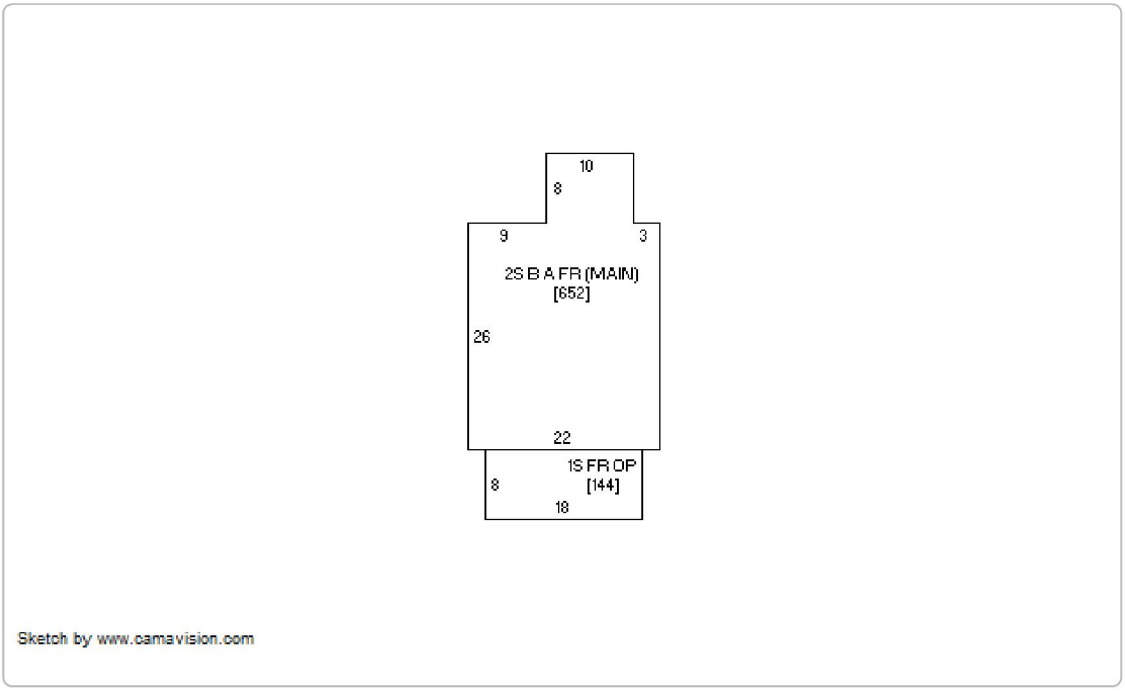
Pay Property Taxes

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Photos

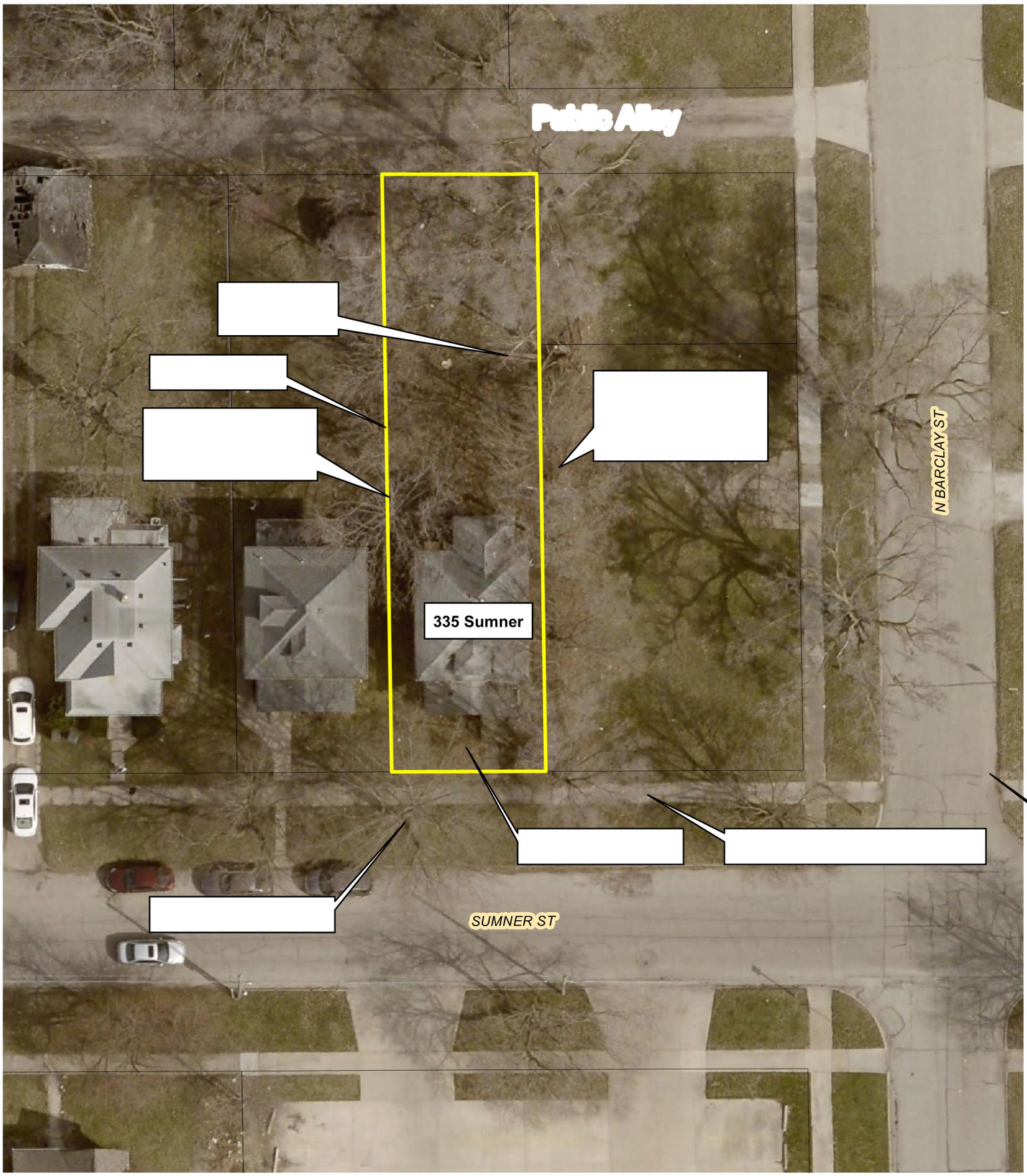


Sketches



Map





City of Waterloo, Iowa

CITY OF WATERLOO

Council Communication

Request by A-Line EDS Inc., and the City of Waterloo, to rezone approximately 2.58 acres from “C-1” Commercial District to “C-1, C-Z” Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

	Description	Type
🗋	Council Packet	Backup Material
🗋	Legal Description	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving request by A-Line EDS Inc., and the City of Waterloo, to rezone approximately 2.58 acres from “C-1” Commercial District to “C-1, C-Z” Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted by: Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action: Approval

Summary Statement:

Transmitted herewith is a request by A-Line EDS Inc. and the City of Waterloo to rezone approximately 2.58 acres from “C-1” Commercial District to “C-1, C-Z” Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue.

The Planning and Zoning Commission voted unanimously to recommend approval of the request at their June 14, 2022 meeting.

Rezoning of the property to "C-1,C-Z" would not appear to have a negative impact on the area as the area is currently zoned for commercial uses.

The request would not appear to have a negative impact on vehicular or

pedestrian traffic movements in the area. The site in question is served by Rooff Avenue which is considered a local street. There are no sidewalks along Rooff Avenue or Dearborn Avenue.

The Cedar Valley Lake Trail is 0.6 miles to the south of the area to be rezoned.
The proposed rezone area is currently zoned "C-1" Commercial District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows:
North - Residences and vacant land, zoned "C-1" Commercial District.
South and West - Canadian National Railroad and Dubuque Road
East - One single-family dwelling, zoned "C-1" Commercial District and Cedar Valley Mini Storage and existing A-Line EDS, zoned "M-1" Light Industrial District.

There would be screening required along the north property line to separate the residential uses from the warehouse. A 6' fence would be required between these uses.

The area to be rezoned is located within Zone AE, 100-year floodplain, which is a special flood hazard area as established by the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map dated July 11, 2011. The proposed development will need to be elevated a minimum of 1 foot above the base flood elevation.

Neighborhood Impact:

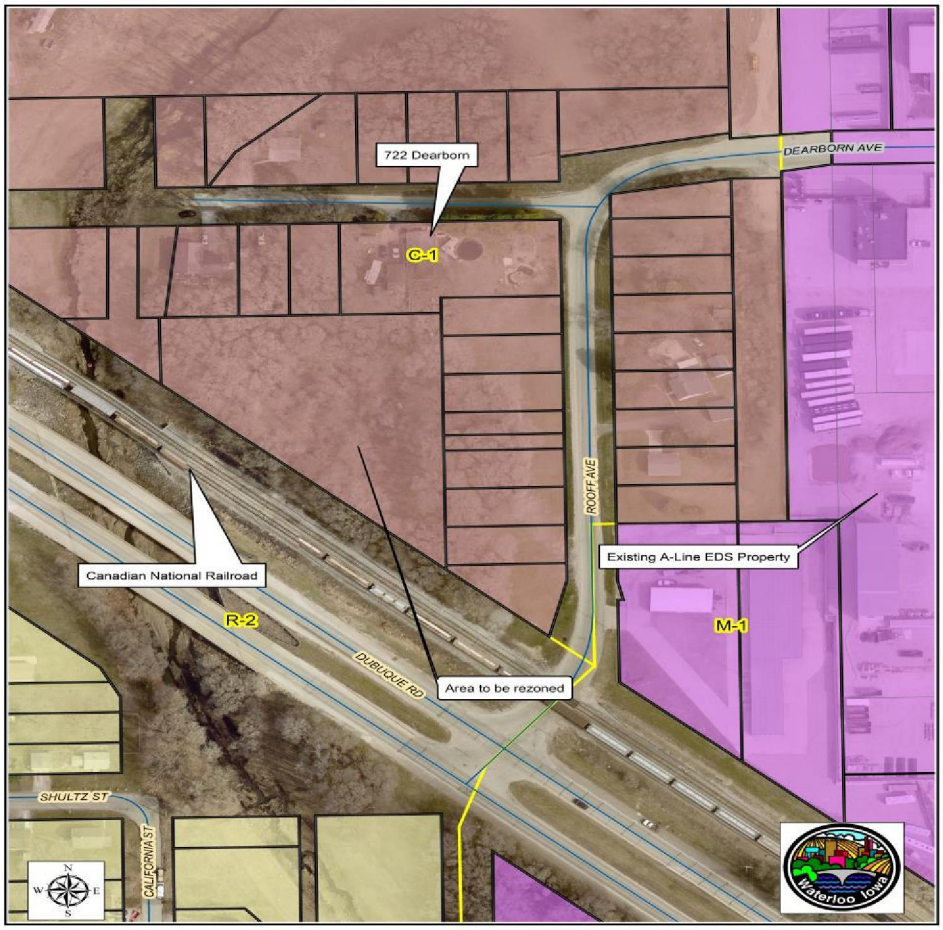
The "C-Z" Conditional Zoning classification works to allow uses in unique locations or transitional sites between different land uses. Staff is in support of the request as an additional warehouse will provide storage for equipment necessary to the applicant's salvage yard business.

The warehouse will not have any employees. Road crews will pick up their equipment at this facility and go to their job sites. A warehouse requires two parking spaces per employee. With no employees at this site, no parking is required. However, there will be 6 parking spaces provided. The parking will be paved along with the approach to the site and the approach to the building.

At their June 14, 2022 meeting, the Planning, Programming and Zoning Commission voted unanimously to recommend approval of the rezone request.

Therefore, staff recommends that the request by A-Line EDS Inc. and the City of Waterloo to rezone approximately 2.58 acres from “C-1” Commercial District to “C-1, C-Z” Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue be approved for the following reasons:
1. The request would not have a negative impact on traffic conditions in the area.
2. The request would not have a negative impact on the surrounding area.
3. The request is in conformance with the Future Land Use Map and Comprehensive plan.
And subject to the following condition(s):
1. That the final site plan will meet all applicable city codes, regulations, etc.

	including, but not limited to parking, landscaping, drainage, etc. 2. That the layout of the site shall not be significantly changed from the attached site plan without going through the Site Plan Amendment approval process (minor site plan changes excluded).
Data/Analysis and Strategies:	Zoning, Land Use and Economic Development.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Lot No 45 in Sunshine Subdivision in Black Hawk County, Iowa except that part conveyed to the City of Waterloo, IA in 569 CLD 648; And The North 30 feet in even width of Lot No 31 in Sunshine Subdivision in Black Hawk County, Iowa; And Lot No 27 in Sunshine Subdivision in Black Hawk County, Iowa, except that part thereof described as: beginning at a point on Southwesterly line of Said Lot No 27 that is 25.0 feet Northwesterly of most Southerly corner of said Lot No 27; thence Southeasterly to the most Southerly corner of said Lot 27; thence North along the East line of said Lot No 27 90.0 feet; thence Southwesterly along a straight line to the point of beginning; And Lot Nos 28, 29, 30 and the South 20 feet in even width of Lot No 31 all in Sunshine Subdivision in Black Hawk County, IA; And Lot Nos 32, 33, and 34 all in Sunshine Subdivision in Black Hawk County, IA.

REQUEST:	Request by A-Line EDS to rezone approximately 2.58 acres from “C-1” Commercial District to “C-1,C-Z” Conditional Zoning District, to construct a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue.
APPLICANT:	A-Line EDS Inc., 808 Dearborn Avenue, Waterloo, Iowa, 50703
GENERAL DESCRIPTION:	The applicant is requesting to rezone the site in question to allow for the construction of a 24,000 warehouse to store and repair equipment used by A-Line EDS.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The site is predominately surrounded by vacant lots and residences with the existing A-Line EDS facility and mini storage company. Rezoning of the property to “C-1,C-Z” would not appear to have a negative impact on the area as the area is currently zoned for commercial uses.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The site in question is served by Rooff Avenue which is considered a local street. There are no sidewalks along Rooff Avenue or Dearborn Avenue.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	The Cedar Valley Lakes Trail is 0.6 miles to the south of the area to be rezoned.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	

The proposed rezone area is currently zoned “C-1” Commercial District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows:

North – Residences and vacant land, zoned “C-1” Commercial District.

South – Canadian National Railroad and Dubuque Road

East – One single-family dwelling, zoned “C-1” Commercial District and Cedar Valley Mini Storage and existing A-Line EDS, zoned “M-1” Light Industrial District.

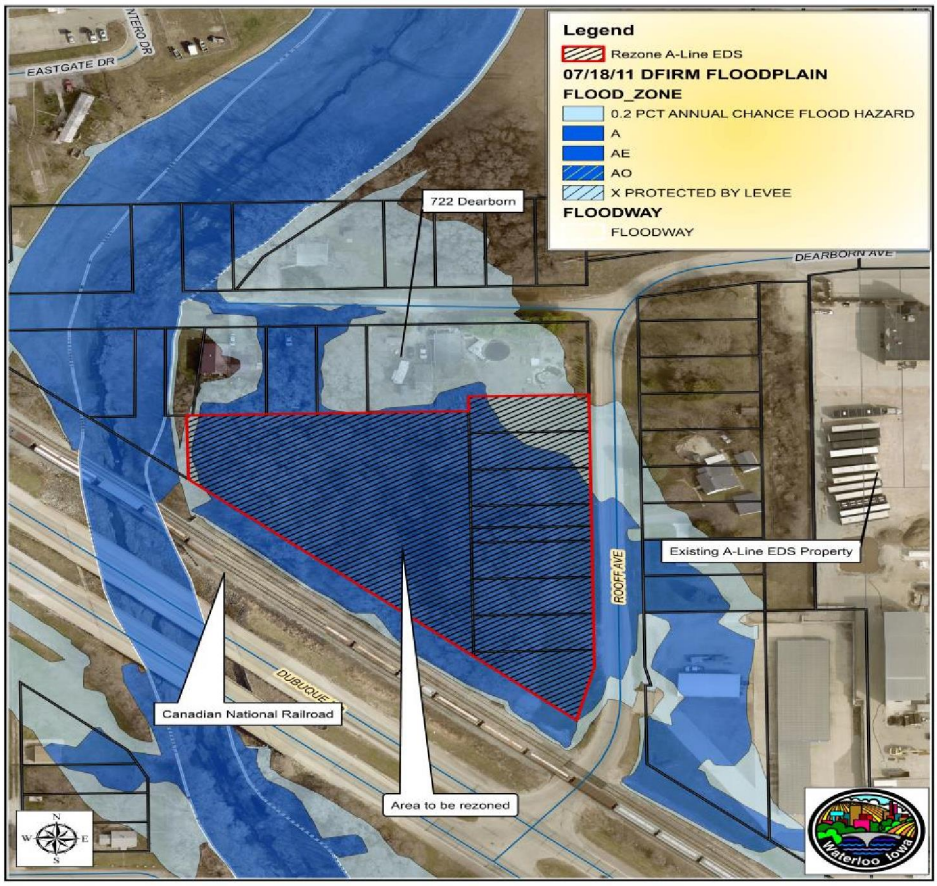
West – Canadian National Railroad and Dubuque Road

DEVELOPMENT HISTORY: The area is composed of primarily vacant land with a few residences built between 1929 and 1980 and Cedar Valley Mini Storage to the east built in 2004, and several industrial uses.

BUFFERS/ SCREENING: There would be screening required along the north property line to separate the residential uses from the warehouse. A 6’ fence would be required between these uses.

DRAINAGE: Rezoning of the property for the addition of a 24,000 square foot warehouse would require a drainage plan.

FLOODPLAIN:



The area to be rezoned is located within Zone AE, 100-year floodplain, which is a special flood hazard area as established by the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map dated July 11, 2011. The proposed development will need to be elevated to a minimum of 1 foot above the base flood elevation.

PUBLIC /OPEN SPACES/ SCHOOLS:

Highland Elementary School is located approximately 0.4 miles to the north of the site in question. East High School is located 1.5 miles to the northwest.

UTILITIES: WATER, SANITARY SEWER, STORM SEWER

A 36” Sanitary Sewer line is located within Rooff Avenue. Power lines are located along Rooff Avenue and Dearborn Avenue.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as Industrial. This rezone request is in conformance with the Future Land Use Map and Comprehensive Plan for this area. The site is located within the Primary Growth Area.

STAFF ANALYSIS – ZONING ORDINANCE:

The “C-Z” Conditional Zoning classification works to allow uses in unique locations or transitional sites between different land uses. Staff is in support of the request as an additional warehouse will provide storage for equipment necessary to the applicant’s salvage yard business.

At Tech Review Weliver noted the building will probably need to be sprinkled and there should be aerial access depending on the height of the building. Ahlhelm mentioned stamped building plans will be required.



Picture 1: Looking southwest toward 722 Dearborn with the rezone area beyond.



Picture 2: Looking north from Dubuque Road and Rooff Street toward the rezoning area.



Picture 3: Storage complex located to the east of the proposed rezone area.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

There is no platting required for this request.

STAFF RECOMMENDATION:

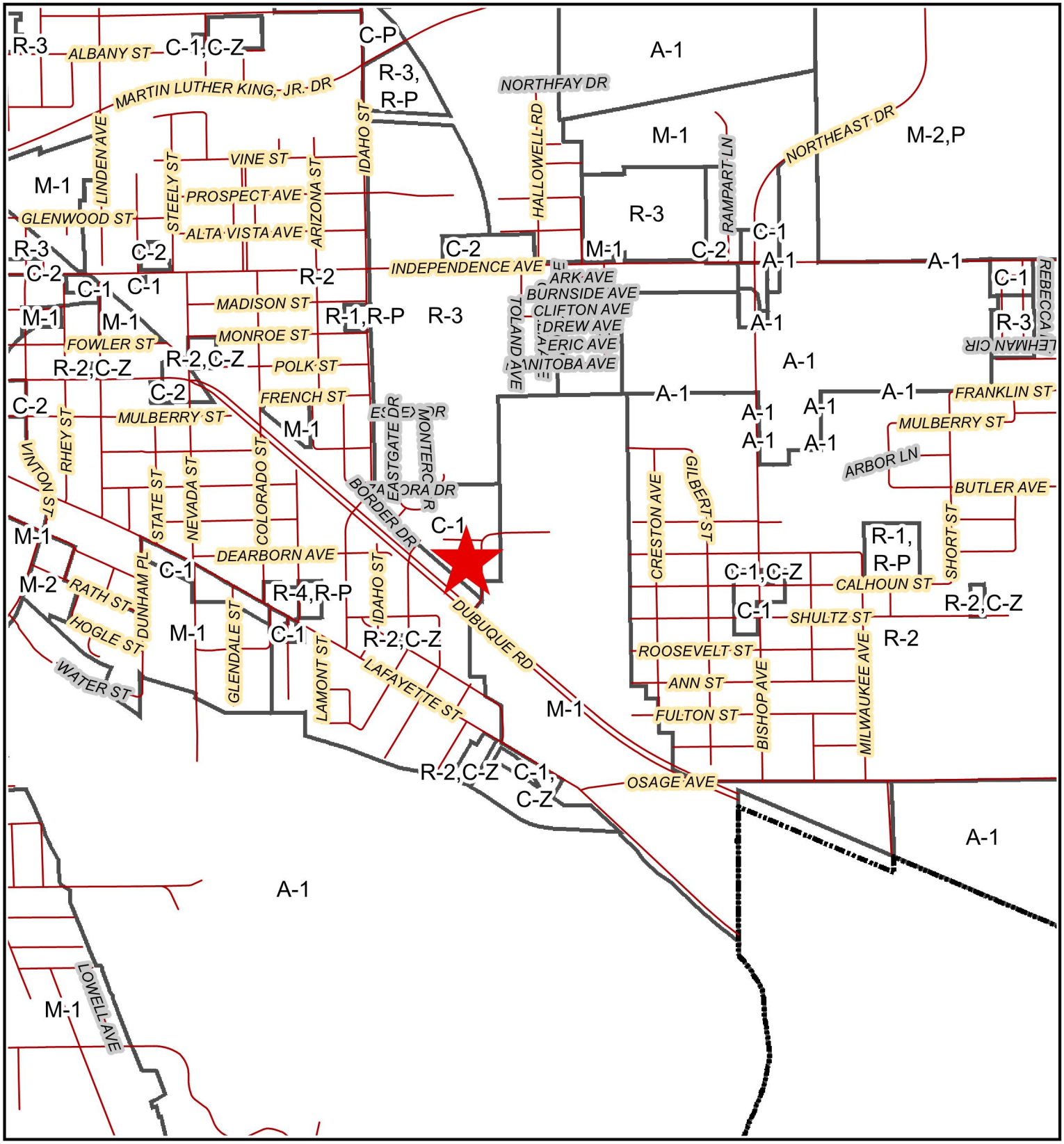
Therefore, staff recommends the request by A-Line EDS to rezone approximately 2.58 acres from “C-1” Commercial District to “C-1,C-Z” Conditional Zoning District, to allow for the development of a 24,000 square foot warehouse and truck maintenance facility located south of 722 Dearborn Avenue be approved for the following reasons:

1. The request would not have a negative impact on traffic conditions in the area.
2. The request would not have a negative impact on the surrounding area.
3. The request is in conformance with the Future Land Use Map and Comprehensive Land Use plan.

And subject to the following condition(s):

1. That the final site plan will meet all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc.

City of Waterloo Planning, Programming and Zoning Commission
June 14, 2022

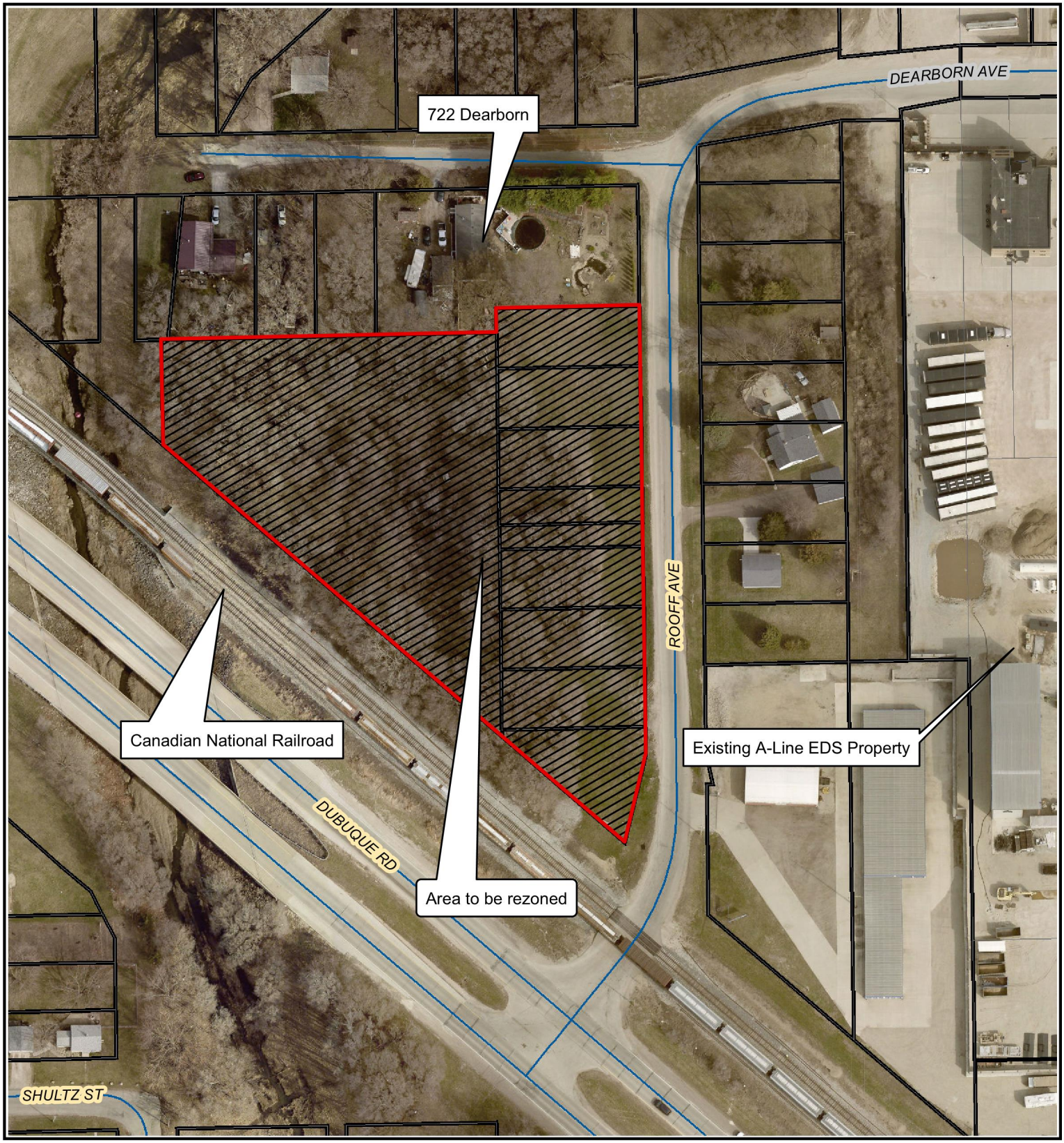




1,000 500 0 1,000 Feet

South of 722 Dearborn
Rezone from "C-1" to "C-1, C-Z"
A-Line EDS

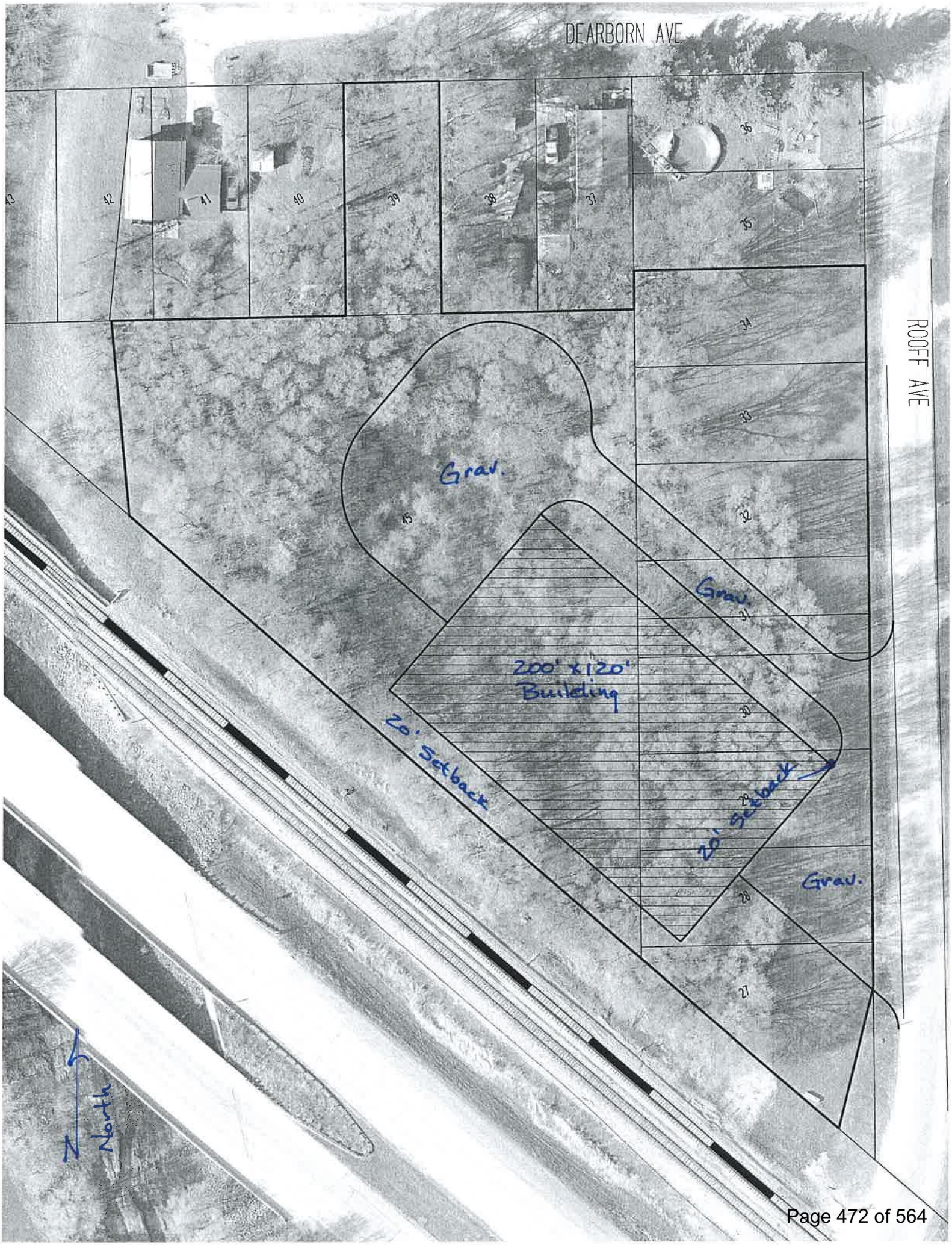
City of Waterloo Planning, Programming and Zoning Commission
June 14, 2022



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Waterloo Iowa

South of 722 Dearborn
Rezone from "C-1" to "C-1, C-Z"
A-Line EDS


DEARBORN AVE
ROOFF AVE
43
42
41
40
39
38
37
36
35
34
33
32
31
30
29
28
27
15
Grav.
Grav.
Grav.
200' x 120' Building
20' Setback
20' Setback
N
North

APPLICATION FOR REZONING
CITY OF WATERLOO PLANNING, PROGRAMMING,
AND ZONING COMMISSION
WATERLOO, IOWA
319.291.4366

1. APPLICATION INFORMATION:

a. Applicant's name (please print): A-Line EDS, Inc.
Address: 808 Dearborn Ave Phone: (319) 232-3889 Fax: (319) 235-7032
City: Waterloo State: IA Zip: 50703
Email: bde.jong@alineeds.com
b. Status of applicant: (a) Owner X (b) Other ____ (CHECK ONE): If other explain: ____
c. Property owner's name if different than above (please print): ____
Address: ____ Phone: ____ Fax: ____
City: ____ State: ____ Zip: ____
Email: ____

2. PROPERTY INFORMATION:

a. General location of property to be rezoned: 10 parcels to west of Rooff Ave near 808 Dearborn Ave
b. Legal description of property to be rezoned: SEE ATTACHED
c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): 84 ft x 398 ft x 444 ft
d. Area of Proposed Zoning Boundary (Excluding Right of Way): Approximately 2.53 acres
e. Current zoning: C1 Requested zoning: ~~M2~~ C-1, C-2
f. Reason(s) for rezoning and proposed use(s) of property: Construction of 24,000 sq ft warehouse to store equipment used by A-Line EDS
g. Conditions (if any) agreed to: ____
h. Other pertinent information (use reverse side if necessary): ____

Please Note: If applicant is not the owner of the property, the signature of the owner must be secured. If it is the intent to subdivide (split) any land, vacant or improved in conjunction with this request it **must** go through a platting process (separate from rezone request).

The filing fee of **$300 + $10 per acre ($750 max)** (payable to the City of Waterloo) is required (round amount down to nearest $10 increment). **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

Signature of Applicant — Date: 4/29/22

Signature of Owner — Date: 4-29-22

Lot No 45 in Sunshine Subdivision in Black Hawk County, Iowa except that part conveyed to the City of Waterloo, IA in 569 CLD 648;

And

The North 30 feet in even width of Lot No 31 in Sunshine Subdivision in Black Hawk County, Iowa;

And

Lot No 27 in Sunshine Subdivision in Black Hawk County, Iowa, except that part thereof described as: beginning at a point on Southwesterly line of Said Lot No 27 that is 25.0 feet Northwesterly of most Southerly corner of said Lot No 27; thence Southeasterly to the most Southerly corner of said Lot 27; thence North along the East line of said Lot No 27 90.0 feet; thence Southwesterly along a straight line to the point of beginning;

And

Lot Nos 28, 29, 30 and the South 20 feet in even width of Lot No 31 all in Sunshine Subdivision in Black Hawk County, IA;

And

Lot Nos 32, 33, and 34 all in Sunshine Subdivision in Black Hawk County, IA.

CITY OF WATERLOO

Council Communication

Resolution calling a special city election.

City Council Meeting: 7/18/2022
Prepared: 7/13/2022

ATTACHMENTS:

	Description	Type
	Resolution	Backup Material
	22 Waterloo Memo $20m GO Broadband to Council 7.18.22.pdf	Backup Material

SUBJECT: Resolution calling a special city election.

Submitted by: Submitted By: Kelley Felchle, City Clerk

Expenditure Required/Source of Funds: Not to Exceed $20,000,000 General Obligation Capital Loan Notes.

ITEMS TO INCLUDE ON AGENDA FOR JULY 18, 2022

CITY OF WATERLOO, IOWA

Not to Exceed $20,000,000 General Obligation Capital Loan Notes.

- Resolution calling special election on the issuance.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

July 18, 2022

The City Council of the City of Waterloo, Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry St, Waterloo, Iowa, at _____ ___.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * * *

The City Council then proceeded to discuss the matter of calling a special City election.

Council Member: _____ introduced the following Resolution entitled "RESOLUTION CALLING A SPECIAL CITY ELECTION ", and moved its adoption. Council Member: _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION CALLING A SPECIAL CITY ELECTION

WHEREAS, the City of Waterloo, Iowa, proposes to contract indebtedness and issue general obligation capital loan notes to provide funds to pay costs of a general corporate purpose project hereinafter described; and

WHEREAS, Section 384.26 of the Code of Iowa, provides that before the Council may institute proceedings for the issuance of notes for a general corporate purpose, it shall call a special city election to vote upon the proposition of issuing notes in accordance with the provisions of such statute; and

WHEREAS, neither the proposal for the issuance of the notes hereinafter set forth, nor any other proposal incorporating any portion of it, has or will have been submitted to the registered voters of the City for a period of more than six months prior to the date of election hereinafter provided; and

WHEREAS, "Waterloo/Cedar Falls Courier", is a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, and is published in the City and of general circulation therein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CITY OF WATERLOO, IOWA:

Section 1. That there is hereby called a special City election on Tuesday, the 13th day of September, 2022, at which election there shall be submitted to the registered voters of the City the following question, to-wit:

"Shall the City of Waterloo, Iowa, enter into a loan agreement and issue its General Obligation Capital Loan Notes in an amount not exceeding the amount of $20,000,000 for the purpose of paying costs of designing, acquiring, constructing, installing and equipping all or part of a fiber optic backbone and fiber to the premise broadband communications system and related infrastructure, equipment and facilities, including the connection of key City facilities to support the City's current and future functions and services and for the provision of Municipal Communications Utility services?"

Section 2. That the voting place or places for the election, and the hours the polls shall be opened and closed shall be as set out in the notice of election, such notice to be prepared and approved by the County Commissioner of Elections.

Section 3. That the form of ballot to be used at the election shall be of the type authorized by the Code of Iowa that will permit the use of electronic counters and will be in substantially the form set forth in the Notice of Election. That, if more than one public measure shall be submitted to the electors at the time of the election, all such measures shall be printed upon one ballot.

Section 4. That the Election Board for the voting precinct or precincts shall be appointed by the County Commissioner of Elections, not less than 15 days before the date of said election, a certified copy of which appointment shall be officially placed on file in the office of the Clerk of the City.

Section 5. That the Auditor of Black Hawk County, Iowa, being the County Commissioner of Elections, is hereby directed to publish the notice of election once in the "Waterloo/Cedar Falls Courier", being a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, published in the City and of general circulation therein, the publication to be not less than four clear days nor more than twenty days prior to the date of the election.

Section 6. That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election. The Clerk is hereby authorized and directed to cooperate with said Commissioner of Elections and to do and prepare all necessary matters in order to make said election legal and valid.

Section 7. That the Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commissioner of Elections, which filing shall also constitute the "written notice" to the County Commissioner of Elections of the election date required to be given by the governing body under the provisions of Chapter 47 of the Code of Iowa.

PASSED AND APPROVED this _____ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Receipt of a certified copy of the foregoing resolution is hereby acknowledged this _____ day of _____, 2022.

_____
Black Hawk County Auditor and County Commissioner of Elections

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, Iowa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

_____
City Clerk, City of Waterloo, Iowa, State of Iowa

(SEAL)

02077466-1\11310-134

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS

July 18, 2022

To: Waterloo Mayor & Council
From: Maggie Burger, Sr. Vice President, Speer Financial, Inc.
Re: Waterloo $20 million General Obligation Capital Loan Notes Referendum

The resolution tonight is asking the council to approve putting a ballot initiative forth for $20m in GO securities (Bonds/Notes). Below are some talking points and areas of clarification for this action:

- GO Bond referendums do require 60% approval for passage, super majority.
- The special election will be held on Tuesday, September 13, 2022.
- A GO bond cannot have a maturity longer than 20 years in Iowa.
- The purpose of bond dollars is to fund the construction of City owned assets (backbone) for the Broadband project, which includes but is not limited to: sewer, stormwater, city, traffic and water (possible Water Works participation)
- The GO bond is not required for this build out, but we are using this as a tool to lower the cost of financing for the overall Broadband project.
- The City utility board will issue revenue securities for the majority of the project which will be required by law to be paid with revenues of the broadband utility system.
- The GO Bonds, if approved by voters, can be paid for with numerous streams for revenue that include but are not limited to: sewer revenues, stormwater revenues, TIF revenues, usage agreement from utility and debt service levy.
- The use of GO debt paid with other sources helps lower the burden of revenue debt that needs to be paid with revenues of the broadband system.
- The City intends to move forward with this project with or without the GO bonds but would appreciate the passage of the bond referendum to lower the overall borrowing costs with this tool.

Our office will work with administration and professional consultants in the days and weeks to help identify resources of available monies to pay on the debt service of the GO bond. This will provide the Mayor and City Council information to speak to citizens and answer their questions ahead of the special September election.

Please feel free to reach out with additional questions. Thank you

CITY OF WATERLOO

Council Communication

Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

City Council Meeting: 7/18/2022
Prepared: 7/13/2022

ATTACHMENTS:

	Description	Type
	Resolution	Backup Material

SUBJECT:	Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

ITEMS TO INCLUDE ON AGENDA FOR JULY 18, 2022

CITY OF WATERLOO, IOWA

Not to exceed $20,000,000 General Obligation Capital Loan Notes, Series 2022

- Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified Projects.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

July 18, 2022

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry St, Waterloo, IA, at _____ _____.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

Project	Fund from which original expenditures are to be Advanced	Total Estimated Cost	Amount of Borrowing Anticipated	Estimated Date of Completion
Fiber System				

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this _____ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

_____
City Clerk, City of Waterloo, State of Iowa

(SEAL)

02077889-1\11310-134

CITY OF WATERLOO

Council Communication

Resolution of the City of Waterloo, Iowa, authorizing official banking signatures.

City Council Meeting: 7/18/2022
Prepared: 7/13/2022

ATTACHMENTS:

	Description	Type
	Resolution as proposed	Backup Material

SUBJECT:	Resolution of the City of Waterloo, Iowa, authorizing official banking signatures.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

Prepared Kelley Felchle, City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2022-XXX

RESOLUTION OF THE CITY OF WATERLOO, IOWA AOTHORIZING OFFICIAL BANKING SIGNATURES.

WHEREAS, accounts have been established in the name of the City of Waterloo, Iowa with Bank Iowa of Waterloo, IA, Community Bank & Trust of Waterloo, IA, Farmers State Bank of Waterloo, IA, First Security State Bank of Evansdale, IA, Great Western Bank of Waterloo, IA, Iowa Public Agency Investment Trust of Des Moines, IA, Trust Lincoln Savings Bank of Waterloo, IA, Heartland B & T of Waterloo, IA, Public Employees Credit Union of Waterloo, IA, Regions Bank of Waterloo, IA, Stifel Nicolaus & Company, Inc. of Waterloo, IA, UMB Bank (formerly Bankers Trust)of Des Moines, IA, US Bank of Waterloo, IA, Veridian Credit Union of Waterloo, IA, Wells Fargo Bank, N.A. of Waterloo, IA, wherein may be deposited any of the funds of the City of Waterloo whether represented by cash, check, note, or other evidences of debt, and from which deposit withdrawals may be made in the name of the City of Waterloo, Iowa by duly authorized officials of the city.

NOW, THEREFORE, BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO IOWA, AS FOLLOWS:

Section 1. Powers Granted: That the City Council of the City of Waterloo, Iowa hereby grants the officials named below the authority to sign on the City of Waterloo's financial accounts.

Quentin Hart, Mayor
Kim Bahr, Financial Analyst
Doug Anderson, Clerk II
Ryan Stuber, Clerk II
Kelley Felchle, City Clerk
Emily Graham, Financial Analyst
Brent Bohlen, Financial Analyst
Brendon Wagner, Waterloo Convention Center Manager

Section 2. Accounts Payable and Payroll Checks: That the Mayor and the Financial Analysts names shall appear on accounts payable checks and payroll checks.

Section 3. Previously Adopted Resolutions: Any resolution previously adopted by the City Council of the City of Waterloo, Iowa establishing authorized signers on the City of Waterloo's financial accounts is hereby rescinded.

PASSED AND ADOPTED this 18th day of July 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

SEAL



CITY OF WATERLOO

Council Communication

Resolution approving 28E Agreements with Elk Run Heights, Cedar Township, and East Waterloo Township, to provide fire and EMS protection, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 7/18/2022
Prepared: 7/5/2022

ATTACHMENTS:

Description	Type
Backup Material: 28E Elk Run Heights	Backup Material
Backup Material: 28E Cedar Township	Backup Material
Backup Material: 28E East Waterloo Township	Backup Material

SUBJECT:	Resolution approving 28E Agreements with Elk Run Heights, Cedar Township, and East Waterloo Township, to provide fire and EMS protection, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Pat Treloar, Fire Chief
Recommended Action:	Approve
Summary Statement:	Waterloo Fire Rescue has been in agreements with these entities to extend the jurisdiction of Waterloo Fire Rescue for fire and ambulance purposes and hazardous materials response by the Northeast Iowa Response Group for many years. The attached agreements will be in effect July 1, 2022 through June 30, 2023.

28E AGREEMENT
FIRE PROTECTION CONTRACT
FISCAL YEAR 2023
(July 1, 2022 to June 30, 2023)

The parties to this Agreement are the City of Waterloo, Iowa, (hereinafter referred to as "Waterloo") and the city of Elk Run Heights (hereinafter referred to as "Elk Run").

WHEREAS, Waterloo and Elk Run are public agencies pursuant to Iowa Code 28E.2 (1987), and

WHEREAS, Elk Run has petitioned Waterloo, in accordance with Iowa Code 364.16 (1987), to extend the jurisdiction of Waterloo for fire and ambulance purposes (hazardous materials response by the Northeast Iowa Response Group) to include:

City of Elk Run Heights, Iowa

THEREFORE, for and in the consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The cost for fire protection to Elk Run shall be approximately $36.41 per year, per capita, based on a population of one thousand sixty-nine (1,069) residents, for a total of $38,922.29 minus $.0.50 per capita for costs assessed by the County for membership in the Northeast Iowa Response Group. $38,922.29 minus $534.50 totals, thirty-eight thousand, three-hundred eighty-seven dollars and seventy-nine cents ($38,387.79) This amount is to be paid on a quarterly basis by Elk Run Heights.

2. Ambulance charges will be billed to the party receiving the service based on the current City Ordinance.

3. Northeast Iowa Response Group shall be entitled to reimbursement of all costs for responding to hazardous material incidents under the City of Elk Run Heights Recovery Ordinance.

4. The Waterloo fire officer in charge of equipment shall call or cause to be called additional engine companies if it is believed that additional assistance is needed.

5. Waterloo reserves the right to refuse to answer any call at any time for the following reasons:

    a. That the necessary fire apparatus or medical units are not available

or

    b. That the Waterloo Fire Department is unable to reach the property on fire due to

accident or road conditions.

6. Waterloo does not guarantee the successful operation of its equipment or persons at any fire outside the city of Waterloo. Waterloo shall not be liable for any damages that may be caused in refusing to answer any such call or for any damages that may be caused in the operation of equipment or by the personnel accompanying the equipment.

7. When the officers or equipment of Waterloo are engaged in rendering assistance pursuant to this Agreement, they shall be considered to be within their jurisdiction, and Waterloo shall have the same governmental immunity when responding to such calls as when operating within the City of Waterloo. Waterloo fire fighters operating equipment or responding to calls outside the corporate limits of Waterloo shall be entitled to the benefits of Iowa Code, Chapter 410 and 411 (1987), when otherwise qualified.

8. At all times in answering such calls, or in the operation of the equipment, or the direction of the members of the crew, or at any fire outside the city limits of Waterloo, the officer of the Waterloo Fire Department in charge of the equipment and work shall have full control of such equipment and officers.

9. This Agreement is entered into by the parties pursuant to the provisions of Iowa Code Chapter 28E (1987), and as such:

   a. This Agreement is for a period of one (1) year, from July 1, 2022, through June 30, 2023; and

   b. The parties may revoke this Agreement at any time by giving sixty (60) days' written notice; and

   c. Does not envision a separate organization or other composition of legal entity of any type and operates under the authority of the laws of the State of Iowa; and

   d. Is for the purpose of providing fire protection.

Dated this_____day of_____, 2022.

CITY OF WATERLOO, IOWA

By:_____
Quentin Hart, Mayor

CITY OF ELK RUN HEIGHTS, IOWA

By:_____
Lisa Smock, Mayor

ATTEST:

Kelley Felchle
City Clerk

Julie Eastman
City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this_____day of_____, 2022 before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of is City Council, and that Quentin Hart and Kelley Felchle acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

28E AGREEMENT
FIRE PROTECTION CONTRACT
Fiscal Year 2023
(July 1, 2022 to June 30, 2023)

The parties to this Agreement are the City of Waterloo, Iowa, (hereinafter referred to as "Waterloo") and Cedar Township.

WHEREAS, Waterloo and Cedar Township are public agencies pursuant to Iowa Code 28E.2 (1987), and

WHEREAS, Cedar Township has petitioned Waterloo, in accordance with Iowa Code 364.16 (1987), to extend the jurisdiction of Waterloo for fire and ambulance purposes (hazardous materials response by the Northeast Iowa Response Group) to include:

the territory outside the Waterloo City limits consisting of Balsam Street, Juniper Drive, Oakridge Road and Rose Lane.

THEREFORE, for and in the consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The cost for fire protection to Cedar Township shall be $2,285.34 per year.

2. Ambulance charges will be billed to the party receiving the service based on the current City Ordinance.

3. Northeast Iowa Response Group shall be entitled to reimbursement of all costs for responding to hazardous material incidents under the County Ordinance.

4. The Waterloo Fire Officer in charge of equipment shall call or cause to be called additional engine companies if it is believed that additional assistance is needed.

5. Waterloo reserves the right to refuse to answer any call at any time for the following reasons:

   a. That the necessary fire apparatus or medical units are not available

or

   b. That the Waterloo Fire Department is unable to reach the property on fire due to accident or road conditions.

6. Waterloo does not guarantee the successful operation of its equipment or persons at any fire outside the city of Waterloo. Waterloo shall not be liable for any damages that may be caused in refusing to answer any such call or for any damages that may be caused in the operation of equipment or by the personnel accompanying the equipment.

7. When the officers or equipment of Waterloo are engaged in rendering assistance pursuant to this Agreement, they shall be considered to be within their jurisdiction, and Waterloo shall have the same governmental immunity when responding to such calls as when operating within the City of Waterloo. Waterloo fire fighters operating equipment or responding to calls outside the corporate limits of Waterloo shall be entitled to the benefits of Iowa Code, Chapter 410 and 411 (1987), when otherwise qualified.

8. At all times in answering such calls, or in the operation of the equipment, or the direction of the members of the crew, or at any fire outside the city limits of Waterloo, the officer of the Waterloo Fire Department in charge of the equipment and work shall have full control of such equipment and officers.

9. This Agreement is entered into by the parties pursuant to the provisions of Iowa Code Chapter 28E (1987), and as such:

a. This Agreement is for a period of one (I) year, from July I, 2022, through June 30, 2023; and

b. The parties may revoke this Agreement at any time by giving sixty (60) days' written notice; and

c. Does not envision a separate organization or other composition of legal entity of any type and operates under the authority of the laws of the State of Iowa; and

d. Is for the purpose of providing fire protection.

Dated this _____ day of _____, 2022.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

CEDAR TOWNSHIP

By: Darin Brincks

ATTEST:

_____
Kelley Felchle
City Clerk

DARIN BRINCKS
Township Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this 18 day of MAY, 2022, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of is City Council, and that Quentin Hart and Kelley Felchle acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Steven L. Rosauer

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
STEVEN L. ROSAUER
Commission Number 177889
My Commission Expires
02/07/2025

28E AGREEMENT
FIRE PROTECTION CONTRACT
Fiscal Year 2022
(July 1, 2022 to June 30, 2023)

The parties to this Agreement are the City of Waterloo, Iowa, (hereinafter referred to as "Waterloo") and the Board of Trustees of East Waterloo Township (hereinafter referred to as "East Waterloo").

WHEREAS, Waterloo and East Waterloo are public agencies pursuant to Iowa Code 28E.2 (1987), and

WHEREAS, East Waterloo has petitioned Waterloo, in accordance with Iowa Code 364.16 (1987), to extend the jurisdiction of Waterloo for fire and ambulance purposes (hazardous materials response by the Northeast Iowa Response Group) to include:

All that part of East Waterloo lying outside the City Limits of the City of Waterloo, Iowa, known as East Waterloo Township.

THEREFORE, for and in the consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The cost for fire protection to East Waterloo shall be two thousand, two hundred thirty two dollars and thirty-six cents ($2,232.36) per year. In addition, there will be a cost of two hundred dollars ($200.00) a call for the first hour or fraction thereof per Engine Company, from the time the engine company leaves its quarters until the engine company returns to its quarters. If more than one hours' time is consumed in responding to the call, the cost shall be One Hundred Dollars ($100.00) per hour or any fraction thereof after the first hour. An engine company shall mean one (I) piece of apparatus and crew.

2. Ambulance charges will be billed to the party receiving the service based on the current City Ordinance.

3. Northeast Iowa Response Group shall be entitled to reimbursement of all costs for responding to hazardous material incidents under the County Ordinance.

4. The Waterloo fire officer in charge of equipment shall call or cause to be called additional engine companies if it is believed that additional assistance is needed. At all times in answering such calls, or in the operation of the equipment, or the direction of the members of the crew, or at any fire outside the city limits of Waterloo, the officer of the Waterloo Fire Department in charge of the equipment and work shall have full control of such equipment and officers.

5. Waterloo reserves the right to refuse to answer any call at any time for the following reasons:

   a. That the necessary fire apparatus or medical units are not available

or

   b. That the Waterloo Fire Department is unable to reach the property on fire due to accident or road conditions.

6. Waterloo does not guarantee the successful operation of its equipment or persons at any fire outside the city of Waterloo. Waterloo shall not be liable for any damages that may be caused in refusing to answer any such call or for any damages that may be caused in the operation of equipment or by the personnel accompanying the equipment.

7. When the officers or equipment of Waterloo are engaged in rendering assistance pursuant to this Agreement, they shall be considered to be within their jurisdiction, and Waterloo shall have the same governmental immunity when responding to such calls as when operating within the City of Waterloo. Waterloo fire fighters operating equipment or

responding to calls outside the corporate limits of Waterloo shall be entitled to the benefits of Iowa Code, Chapter 410 and 411 (1987), when otherwise qualified.

8. At all times in answering such calls, or in the operation of the equipment, or the direction of the members of the crew, or at any fire outside the city limits of Waterloo, the officer of the Waterloo Fire Department in charge of the equipment and work shall have full control of such equipment and officers.

9. This Agreement is entered into by the parties pursuant to the provisions of Iowa Code Chapter 28E (1987), and as such:

   a. This Agreement is for a period of one (1) year, from July 1, 2022, through June 30, 2023;and

   b. The parties may revoke this Agreement at any time by giving sixty (60) days' written notice; and

   c. Does not envision a separate organization or other composition of legal entity of any type and operates under the authority of the laws of the State of Iowa; and

   d. Is for the purpose of providing fire protection.

Dated this _____ day of _____, 2022.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

EAST WATERLOO TOWNSHIP , IOWA

By: _____
Pete Natvig, Township Clerk

ATTEST:

_____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this_____ day of_____, 2022, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of is City Council, and that Mayor Quentin Hart and Kelley Felchle acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF WATERLOO

Council Communication

Resolution approving a 28E Fire and EMS Agreement with Black Hawk Nursing and Rehabilitation, LLC, d.b.a. Pillar of Cedar Valley, to provide fire and EMS protection, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 7/18/2022
Prepared: 7/5/2022

ATTACHMENTS:

	Description	Type
	Backup Material: 28E Black Hawk Nursing and Rehabilitation, LLC	Backup Material

SUBJECT:	Resolution approving a 28E Fire and EMS Agreement with Black Hawk Nursing and Rehabilitation, LLC, d.b.a. Pillar of Cedar Valley, to provide fire and EMS protection, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Pat Treloar, Fire Chief
Recommended Action:	Approve
Summary Statement:	Pillar of Cedar Valley, 1410 W. Dunkerton RD. Waterloo, Iowa (not within city limits) has requested the City of Waterloo continue fire and emergency medical services to their facility. Black Hawk County was the former long-term operator and owner of the facility. Waterloo Fire Rescue (WFR) has provided services to this facility for decades, and in 2020 entered into a formal agreement with the new owners. The proposed agreement terms are effective from July 01, 2022 through June 30, 2025.

AGREEMENT
FIRE PROTECTION CONTRACT

The parties to the Agreement are the City of Waterloo, Iowa, (hereinafter referred to as "Waterloo") and Black Hawk Nursing and Rehabilitation, LLC, dba Pillar of Cedar Valley (hereinafter referred to as "Pillar"). In this agreement, defined terms shall be located in Appendix A, attached hereto.

WHEREAS, Pillar has petitioned Waterloo, in accordance with Iowa Code 364.16 (2021), to extend the jurisdiction of Waterloo for fire and ambulance purposes (hazardous materials response by the Northeast Iowa Response Group) to include:

Property located at 1410 Dunkerton Road, Waterloo, Iowa.

THEREFORE, for and in the consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The cost for fire protection to Pillar shall be Two Thousand Four Hundred Dollars ($2,400.00) per year, payable upon execution of this agreement. In addition, there will be a minimum charge of Three Hundred Dollars ($300.00) per response per engine company (as defined in Appendix A) for responses that require an on scene time (as defined in Appendix A) of more than one-half (1/2) hour. There will be a minimum charge of Four Hundred Dollar ($400.00) per response per Aerial Ladder Truck (as defined in Appendix A) for responses that require an on scene time of more than one-half (1/2) hour. All responses requiring more than one-half (1/2) hour of on scene time from either an engine company and/or an Aerial Ladder Truck shall incur an additional charge of Two Hundred Dollars ($200.00) per hour or any fraction thereof after the first hour per engine company and/or Aerial Ladder Truck.

2. Ambulance (as defined in Appendix A) charges will be billed to the party receiving the service based on the current City Ordinance and Fee Schedule.

3. Northeast Iowa Response Group shall be entitled to reimbursement of all costs for responding to hazardous material incidents under the County Ordinance.

4. The Waterloo fire officer in charge of equipment shall call or cause to be called additional engine companies if it is believed that additional assistance is needed.

5. Waterloo reserves the right to refuse to answer any call at any time for the following reasons:

(a) That the necessary fire apparatus or medical units are not available, or
(b) That the Waterloo Fire Department is unable to reach the property on fire due to accident or road conditions.

6. Waterloo does not guarantee the successful operation of its equipment or persons at any fire outside the city of Waterloo. Waterloo shall not be liable for any damages that may be caused in refusing to answer any such call or for any damages that may be caused in the operation of equipment or by the personnel accompanying the equipment.

7. When the officers or equipment of Waterloo are engaged in rendering assistance pursuant to their jurisdiction, Waterloo shall have the same governmental immunity when responding to such calls as when operating within the City of Waterloo. Waterloo fire fighters operating equipment or responding to calls outside the corporate limits of Waterloo shall be entitled to the benefits of Iowa Code, Chapter 410 and 411 (2021), when otherwise qualified.

8. At all times in answering such calls, or in the operation of the equipment, or the direction of the members of the crew, or at any fire outside the city limits of Waterloo, the officer of the Waterloo Fire Department in charge of the equipment and work shall have full control of such equipment and officers.

9. This Agreement is for a period commencing upon the execution of this Agreement through June 30, 2025; and

10. Either party may revoke this Agreement at any time by giving sixty (60) days' written notice.

Dated this 5 day of July, 2022.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

BLACK HAWK NURSING AND REHABILITATION, LLC
dba Pillar of Cedar Valley

By _____
Aaron Cohen, Manager

ATTEST:

_____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Action No. _____ of the City Council on the _____ day of _____, 2022, and that Quentin Hart and Kelley Felchle, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

Appendix A: Definition of Terms

Ambulance: A vehicle designed, equipped, and operated for the treatment and transport of ill and injured persons

Aerial Ladder Truck: A vehicle equipped with an aerial ladder, elevating platform, or water tower that is designed and equipped to support fire fighting and rescue operations by positioning personnel, handling materials, providing continuous egress, or discharging water at positions elevated from the ground

Engine Company: A group of fire fighters who work as a unit and are equipped with one pumping engine that have rated capacities of 750 gpm (2840 L/min) or more

On Scene Time: The time from a unit (be it ambulance, engine company, or aerial ladder truck) arriving at the scene of an incident, to when the unit clears the scene

Response: Any time an engine company, ambulance, or ladder truck leave the designated station to respond to a 9-1-1 emergency

CITY OF WATERLOO

Council Communication

Resolution approving a Memorandum of Understanding with the Iowa Northland Regional Council of Governments, in an amount not to exceed $1,500.00, for preparation of a REAP grant application, to be used for the Greenbelt Lake Improvements Project, Phase 2, and authorizing the Mayor to execute said document.

City Council Meeting: 7/18/2022
Prepared: 6/23/2022

ATTACHMENTS:

Description	Type
MOU	Backup Material
Greenbelt Lake project perspective	Backup Material

SUBJECT:	Resolution approving a Memorandum of Understanding with the Iowa Northland Regional Council of Governments, in an amount not to exceed $1,500.00, for preparation of a REAP grant application, to be used for the Greenbelt Lake Improvements Project, Phase 2, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Todd Derifield, Park Superintendent
Recommended Action:	Recommend approval
Summary Statement:	This for grant writing assistance from INRCOG for the second phase of improvements at the Greenbelt Lake site near Martin Road and HWY 63 South. Phase II will include new picnic shelter, restroom, informational kiosk, park identification sign, and related paving and accessibility improvements.
Neighborhood Impact:	Positive. The project would support the City of Waterloo Strategic Plan, strategy 4.5 "maintain City facilities that support quality of place".
Expenditure Required/Source of Funds:	INRCOG will not charge the City unless the grant application is successful. Upon notification from IDNR of successful grant, payment would be 1.5% of grant award, not to exceed $1,500. There is no required City match for the REAP grant.

GRANT APPLICATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the City of Waterloo, Iowa hereinafter referred to as **City**, and the Iowa Northland Regional Council of Governments hereinafter referred to as **INRCOG**.

WHEREAS, the City of wishes to engage INRCOG's grant writing services for the following project:

Type of Grant: **Resource Enhancement and Protection (REAP)**

Project Description: **Greenbelt Lake Improvements Phase II**

INRCOG will not charge the City in advance for grant preparation services; however, should funding be awarded to the City for this project, INRCOG will submit a grant preparation invoice in the amount of one and one-half percent of the funds awarded *(maximum $1,500.00)*, to be paid by the City from local funds.

IN WITNESS WHEREOF, INRCOG and the City of Waterloo have executed this Memorandum of Understanding as of this _____ day of _____, 2022.

City of Waterloo, Iowa

BY: _____
Mayor

ATTEST: _____

Iowa Northland Regional Council of Governments

BY: _____
Executive Director

ATTEST: _____


CREEDWELT
LAKE

CITY OF WATERLOO

Council Communication

Resolution approving a new five (5) year agreement with Revize, LLC, for Website development and hosting services in the amount of $6,654.00 annually, and authorizing the Mayor to execute said document.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
Sales Agreement	Backup Material

SUBJECT:	Resolution approving a new five (5) year agreement with Revize, LLC, for Website development and hosting services in the amount of $6,654.00 annually, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Chris Youngblut, Director of Technology
Recommended Action:	Approval
Summary Statement:	Revize LLC., has developed and hosted our current website and with a new agreement will be assisting with a site redesign/update. This will allow us to redesign the site without undertaking a large expenditure. Our currently yearly fee is $5900 so this seems fair.

Revize Web Services Sales Agreement

This Sales Agreement is between City of Waterloo, IA ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 4-1-2022

CLIENT INFORMATION:	Waterloo, IA	**REVIZE LLC:**
Company Name:	**City of Waterloo, IA**	**Revize Software Systems**
Company Address:	**715 Mulberry St**	**150 Kirts Blvd.**
Company City/State/Zip:	**Waterloo, IA 50703**	**Troy, MI 48084**
Contact Name:	**Mr. Chris Youngblut chris.youngblut@waterloo-ia.org 319.291-4598**	**248-269-9263**
Billing Dept. Contact:		
Client Website Address:	**https://www.cityofwaterlooiowa.com/**	

Website Design Refresh using your existing site map and navigation

Quantity	Description	Price
1	**Phase 1 - Project Planning and Analysis, SOW, onetime fee:**	Included
1	**Phase 2 – Discovery & Design from Scratch, onetime fee:** • 1 mockup with up to 3 rounds of changes • Home page template and inner page design and layout. • Includes Responsive Web Design	Included
1	**Phase 3 & 4 – Revize Template Development, onetime fee:** • Set-up all CMS modules listed in this agreement • Integration with all 3rd party web applications	Included
1	**Phase 5 – Quality Assurance Testing, onetime fee:**	Included
1	**Phase 6 –Content Editing Training, onetime fee (half day online session):**	Included
1	**Phase 7 – Go Live:**	Included
1	1 Annual Fee Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee (5-year agreement, locked in rate with free redesign year 5)	$6,654
1	**Grand Total**	**$6,654**

Terms:

1. Payments: All Invoices are due upon receipt.
2. Additional content migration, if requested, is available for $3 per web page or document.
3. Additional bandwidth is available at $360 per year for each additional 50GB per month.
4. Additional website storage is available at $1,000 per year for each additional 5GB website storage.
5. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed under, the laws of the State of Michigan.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement.
7. Client understands that project completion date is highly dependent on their timely communication with Revize. Client also agrees and understands that;
    a. The primary communication tool for this project and future tech support is the Revize customer portal found at https://support.revize.com.
    b. During the project, Client will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
8. Revize will provide a free redesign of the website in year 5 of the agreement. This assumes the city agrees to five consecutive years of annual software subscription, tech support, CMS updates, and hosting.
9. Client owns design, content, and will receive periodic updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data considered non-conforming to new website layout.
11. Storage is limited only to relevant website data.

Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. provides to the Client a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC., and is intended to allow for the Client to easily update the content of their website. Client agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the Client, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the Client. This system will then have the ability to be hosted and used by the Client as long as they wish. Revize will provide reasonable support in transferring the CMS system to the Client's decided upon hosting architecture.

Products Client Owns Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- Design & Page Content

AGREED TO BY:	***CLIENT***	***REVIZE***
Signature of Authorized Person:	_____	_____
Name of Authorized Person:	_____	***Dylan Johnston***
Title of Authorized Person	_____	***Account Manager***
Date:	_____	_____

Please sign and return to: dylan@revize.com Fax 1-866-346-8880

Revize will integrate the following web applications into your website:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

CITIZEN'S COMMUNCIATION CENTER APPS:

- ✓ Notification Center with Text/Email Alerts
- ✓ Bid Posting
- ✓ Document Center
- ✓ Email Notify
- ✓ FAQs
- ✓ Job Posting
- ✓ Multi use Business Directory
- ✓ News Center with Facebook/Twitter Integration
- ✓ Online Forms
- ✓ Photo Gallery
- ✓ Quick Link Buttons
- ✓ Revize Web Calendar
- ✓ "Share This" Social Media Flyout App
- ✓ Sliding Feature Bar
- ✓ Language Translator

CITIZEN'S ENGAGEMENT CENTER APPS:

- ✓ Citizen Request Center with Captcha
- ✓ Public Service Request
- ✓ Public Records Request App
- ✓ Citizen Connect (Community Blog)
- ✓ Parks Reservation App
- ✓ Online Bill Pay
- ✓ RSS Feed

STAFF PRODUCTIVITY APPS:

- ✓ Agenda Posting Center
- ✓ Job Posting App
- ✓ Image Manager
- ✓ iCal Integration
- ✓ Intranet
- ✓ Link Checker
- ✓ Menu Manager
- ✓ Online Form Builder
- ✓ Staff Directory
- ✓ Website Content Archiving
- ✓ Website Content Scheduling
- ✓ Newsletter App

SITE ADMINISTRATION AND SECURITY FEATURES:

- ✓ Audit Trail
- ✓ Auto Site Map Generator
- ✓ Dreamweaver Extension (Revize API)
- ✓ History Log
- ✓ Intranet (Secure Area)
- ✓ URL Redirect Setup
- ✓ Roles and Permission-based Security Mode
- ✓ Secure Site Gateway
- ✓ Unique Login/Password for each Content Editor
- ✓ Web Statistics and Analytics
- ✓ Workflows by Department

Mobile Device and Accessibility Features

- **WCAG 2.1 AA ADA Compliant**
- **ADA Accessibility Widget**
- Responsive Website Design (RWD) for great Mobile Phone viewing on any Smart - Phone Apple, Android, etc.

Service Level Agreement

Maximum Response Times via Severity Level

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Crisis issues are defined as when a website error renders the CMS program or website completely unusable or nearly unusable or introduces a high degree of operational risk and no workaround is available. Till this every error is resolved, the website is essentially halted. A large number of users and or core program functionality a severely impacted.

Critical issues are defined as website errors that are an inconvenience or causes a consistent behavior of the website, which does not impede the normal functioning of the website. It could be an error that occurs consistently and affects non-essential functions and is an inconvenience which impacts a small number of users. May also contain visual errors for the graphical display of the website that is not ideal but still functioning correctly.

Normal issues are defined as an error that has a small degree of significance or is a minor cosmetic issue, or is a one-off case. A one-off case occurs when the error occurs and cannot be reproduced easily. These are errors that do not impact the daily use of the website. A low error is something that does not affect normal use, and can be accepted for a period of time, but user would eventually want changed.

Technical Support Escalation:
If an issue cannot be remedied by the Tech Support technician within 3 days, it will be escalated to the CTO, Ray Akshaya. If the problem is not resolved within 3 business days, then the Business Development Director, Joseph Nagrant, will assemble a team to work on the issue and have a conference call with the client explaining the resolution path the company will take to resolve the issue. If additional time is needed, the Business Development Director will contact the client and notify the client with an explanation and a follow up date as agreed by both the client and Revize.

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- Training refreshers
- Video tutorials and online training manual

CITY OF WATERLOO

Council Communication

Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Minor Plat of Lot 52 of Summerland Farms located west and south of 5508 Summerland Drive.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

SUBJECT:	Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Minor Plat of Lot 52 of Summerland Farms located west and south of 5508 Summerland Drive.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Resolution granting a variance to the requirements of the Subdivision Ordinance in Secton 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Minor Plat of Survey of Lot 52 of Summerland Farms located west and south of 5508 Summerland Drive, to allow approval of the Plat of Survey that does not meet all requirements for a preliminary and final plat, but given the minor nature of the plat the additional information would not appear to be needed.
Data/Analysis and Strategies:	Subdivision Ordinance
Expenditure Required/Source of Funds:	None

CITY OF WATERLOO

Council Communication

Resolution approving a request by Erich Gamm for a Minor Plat of Lot 52 of Summerland Farms, to create two new developable lots located in the "R-3,R-P" Planned Multiple Residence District, located west and south of 5508 Summerland Drive.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:

Resolution approving a request by Erich Gamm for a Minor Plat of Lot 52 of Summerland Farms, to create two new developable lots located in the "R-3,R-P" Planned Multiple Residence District, located west and south of 5508 Summerland Drive.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

The request will go before the Planning, Programming, and Zoning Commission on July 12, 2022. Their recommendation will be reported at the Council meeting.

Recommended Action:

Staff recommends that the request by Erich Gamm for a Minor Plat of Lot 52 of Summerland Farms to create two new developable lots located in the "R-3,R-P" Planned Multiple Residence District located west and south of 5508 Summerland Drive, be approved for the following reasons:

1. The plat is in accordance with the intent of the Subdivision Ordinance, and can be served by existing utilities.
2. The plat is in accordance with the Comprehensive Plan.
3. The plat will create an additional housing in the Primary Growth Area.

Transmitted herewith is a request by Erich Gamm for a Minor Plat of Lot 52 of Summerland Farms to create two new developable lots located in the "R-3,R-P" Planned Multiple Residence District located west and south of 5508 Summerland Drive. Attachments include:

- Staff report
- Overview Map
- Minor Plat

The site in question is zoned "R-3,R-P" Planned Residence District and has been zoned as such since it was rezoned from "A-1" Agricultural District on July 14, 2003. The surrounding properties zoning and uses are as follows:

North – Duplexes zoned "R-3,R-P" Planned Residence District and Agricultural Uses zoned "A-1" Agricultural District

South – Single-Family Homes zoned "R-3, R-P" Planned Residence District and "R-3" Multiple Residence District

East – Single-Family Homes zoned "R-3, R-P" Planned Residence District and Cedar Knoll Mobile Home Park zoned "R-3" Multiple Residence District

West – Single-Family homes and Duplexes zoned "R-3,R-P" Planned Residence District and " Agricultural Uses zoned "A-1" Agricultural District

Summary Statement:

A 20' utility easement is located along Mills Lane. A 15' utility and drainage easement runs along Summerland Drive. There is a 10' utility easement that runs east/west located within Parcel "AA".

The Future Land Use Map designates this site as Low-Density Residential. The request would be in conformance with the goals and policies of the Comprehensive Plan. The site is located within the Primary Growth Area as shown on the Growth Area Map within the Comprehensive Plan.

The plat is comprised of one lot approximately 10,018 square feet in size and another lot approximately 11,761 square feet in size for single-family homes. The minimum lot requirements for ""R-3" Multiple Residence District is lot size of 6,000 square feet for single-family homes, lot width of 50' and front, side, and rear setbacks of 20', 5', and 20'. The two lots exceed the minimum lot requirements for the "R-3, R-P" residence district. The proposed lots would be split off from the existing lot, leaving a lot size of 0.29 acres for the existing home at 5508 Summerland Drive.

The Parcel "AA" is approximately 95' x 130' with a lot size of 0.27 acres and Parcel "AB" is 0.23 acres in size.
The Subdivision Ordinance requires that Plat submissions include such criteria as boundaries of property, proposed streets, easements, and widths of right-of-way, utility locations, as well as surrounding land uses. The plat does not contain all details required, however given the minor nature of the split, the additional information would not appear to be needed, as the plat is in accordance with the intent of the subdivision ordinance. A variance to the requirements of the Subdivision Ordinance will be required.

The request would not have a negative impact on the neighborhood, as the area is composed of single-family and multi-family units.

The site is located between Summerland Drive and to the south of Mills Lane. Summerland Drive and Mills Lane are classified as private streets. There are no sidewalks along Summerland Drive or Mills Lane. Sidewalks would not be required with this minor plat.

Neighborhood Impact:

There are no trails near the site in question.

No buffering would be required as part of this request.

No portion of the minor plat area is located within a Special Flood Hazard

Area, as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel 0188F, dated July 18, 2011.

No public or open spaces are located within the immediate vicinity.

Expenditure Required/Source of Funds: None

Legal Descriptions: LOT 52 IN SUMMERLAND FARMS, WATERLOO, BLACK HAWK COUNTY, IOWA, EXCEPT PARCEL "Z" AS RECORDED IN FILE 2022-6637 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA

REQUEST:	Request by Erich Gamm for a Minor Plat of Lot 52 of Summerland Farms to create two new developable lots located in the “R-3,R-P” Planned Multiple Residence District located west of 5508 Summerland Drive.
APPLICANT(S):	Erich Gamm, 13249 Randalia, Iowa 52164
SURVEYOR:	Jeff Hutton, Great Plains Survey Inc., 407 Sycamore St., La Porte City, IA 50651
GENERAL DESCRIPTION:	The applicant is requesting to plat the property in question for the purpose of creating 2 new residential lots, for a total of 3 lots.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not have a negative impact on the neighborhood, as the area is composed of single-family and multi-family units.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS AND COMPLETE STREETS POLICY:	The site is located between Summerland Drive and to the south of Mills Lane. Summerland Drive and Mills Lane are classified as private streets. There are no sidewalks along Summerland Drive or Mills Lane. Sidewalks would not be required with this minor plat.
RECREATIONAL TRAIL PLAN:	There are no trails near the site in question.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site in question is zoned “R-3,R-P” Planned Residence District and has been zoned as such since it was rezoned from “A-1” Agricultural District on July 14, 2003. The surrounding properties zoning and uses are as follows: **North:** Duplexes zoned “R-3,R-P” Planned Residence District and “ Agricultural Uses zoned “A-1” Agricultural District **East:** Single-Family Homes zoned “R-3, R-P” Planned Residence District and Cedar Knoll Mobile Home Park zoned “R-3” Multiple Residence District **South:** Single-Family Homes zoned “R-3, R-P” Planned Residence District and “R-3” Multiple Residence District **West:** Single-Family homes and Duplexes zoned “R-3,R-P” Planned Residence District and “ Agricultural Uses zoned “A-1” Agricultural District
BUFFERS REQUIRED/ NEEDED:	No buffering would be required as part of this request.
DRAINAGE:	A 15’ utility and drainage easement is located along the west side of Parcel AA. Another 15’ utility and drainage easement is located along the east side of Parcel “AB”.
DEVELOPMENT	Residential development has been taking place in Summerland

HISTORY:	Park for over the past 15 years.
FLOODPLAIN:	No portion of the minor plat area is located within a Special Flood Hazard Area, as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel 0188F, dated July 18, 2011.
PUBLIC/OPEN SPACES/SCHOOLS	No public or open spaces are located within the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	A 20' utility easement is located along Mills Lane. A 15' utility and drainage easement runs along Summerland Drive. There is a 10' utility easement that runs east west located within Parcel "AA".
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this site as Low-Density Residential. The request would be in conformance with the goals and policies of the Comprehensive Plan. The site is located within the Primary Growth Area as shown on the Growth Area Map within the Comprehensive Plan.
STAFF ANALYSIS – ZONING ORDINANCE:	The plat is comprised of one lot approximately 10,018 square feet in size and another lot approximately 11,761 square feet in size for single-family homes. The minimum lot requirements for ""R-3" Multiple Residence District is lot size of 6,000 square feet for single-family homes, lot width of 50' and front, side, and rear setbacks of 20', 5', and 20'. The two lots exceed the minimum lot requirements for the "R-3, R-P" residence district. The proposed lots would be split off from the existing lot, leaving a lot size of .29 acres for the existing home at 5508 Summerland Drive. *At Tech Review, Schroeder explained an individual spoke with him about placing duplexes on the lot and he mentioned to them that a site plan amendment would be needed since the property is in a Planned Residence District.*
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The Parcel "AA" is approximately 95' x 130' with a lot size of .27 acres and Parcel "AB" is .23 acres in size. The Subdivision Ordinance requires that Plat submissions include such criteria as boundaries of property, proposed streets, easements, and widths of right-of-way, utility locations, as well as surrounding land uses. The plat does not contain all details required, however given the minor nature of the split, the additional information would not appear to be needed, as the plat is in accordance with the intent of the subdivision ordinance.

STAFF RECOMMENDATION:

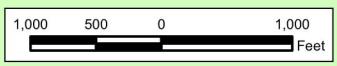
Therefore, staff recommends that the request by Erich Gamm for a Minor Plat of Lot 52 of Summerland Farms to create two new developable lots located in the “R-3,R-P” Planned Multiple Residence District located west of 5508 Summerland Drive. be approved for the following reasons:

1. The plat is in accordance with the intent of the Subdivision Ordinance, and can be served by existing utilities.
2. The plat is in accordance with the Comprehensive Plan.
3. The plat will create additional housing in the Primary Growth Area.

City of Waterloo Planning, Programming and Zoning Commission
July 12, 2022









West of 5508 Summerland Drive
Minor Plat
Erich Gamm

City of Waterloo Planning, Programming and Zoning Commission
July 12, 2022



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Waterloo Iowa

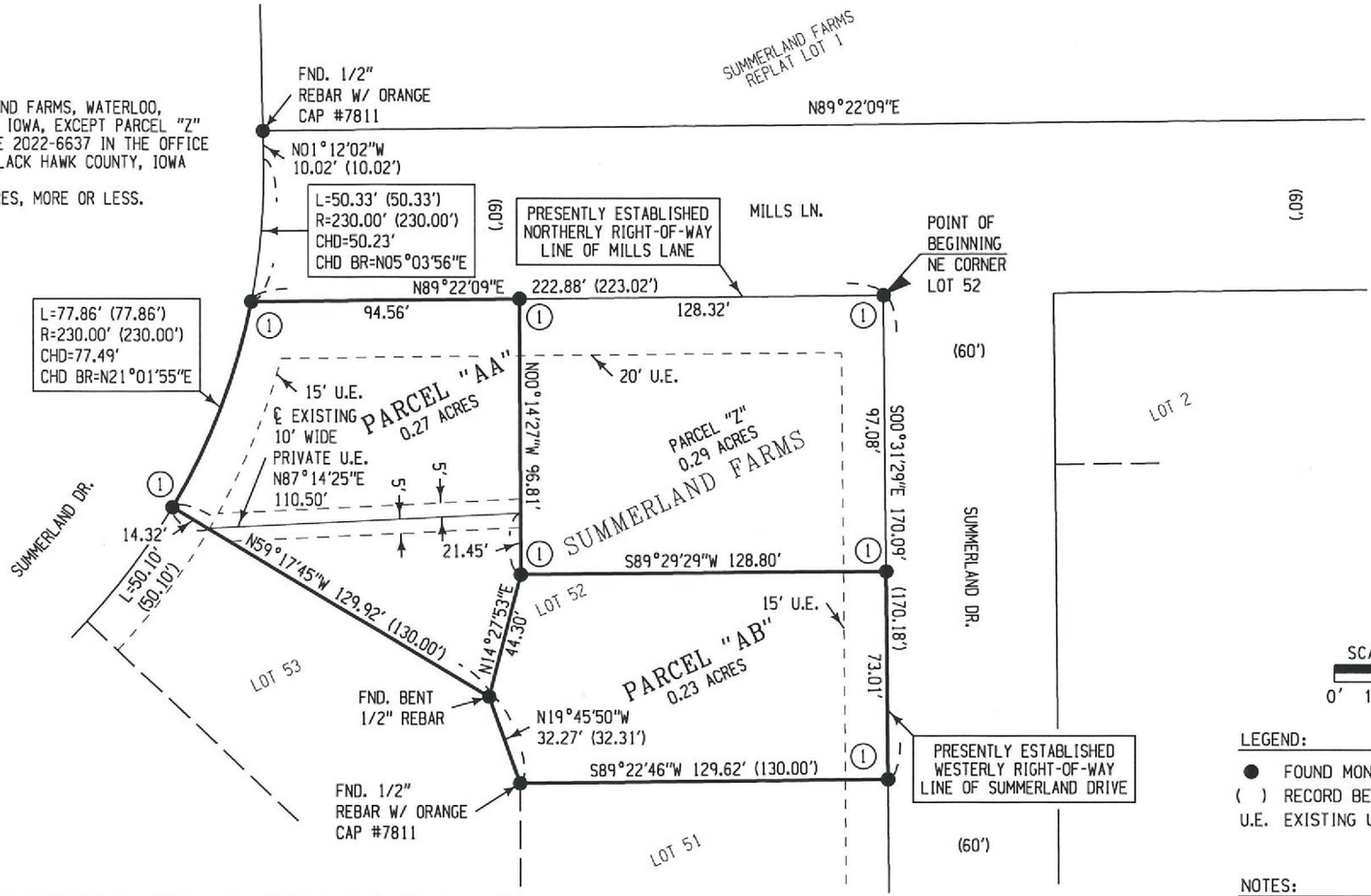
West of 5508 Summerland Drive
Minor Plat
Erich Gamm

MINOR PLAT
PART OF LOT 52, SUMMERLAND FARMS
WATERLOO, BLACK HAWK COUNTY, IOWA

LEGAL DESCRIPTION

LOT 52 IN SUMMERLAND FARMS, WATERLOO, BLACK HAWK COUNTY, IOWA, EXCEPT PARCEL "Z" AS RECORDED IN FILE 2022-6637 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA

CONTAINING 0.50 ACRES, MORE OR LESS.



SCALE: 1" = 60'
0' 15' 30' 60'

LEGEND:
- ● FOUND MONUMENT AS NOTED
- ( ) RECORD BEARING/DISTANCE
- U.E. EXISTING UTILITY EASEMENT

NOTES:
1. FOUND 1/2" REBAR W/ YELLOW CAP #17929

PROFESSIONAL LAND SURVEYOR
JEFFREY R. HUTTON
17929
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

JEFFREY R. HUTTON LICENSE NO. 17929 — 14 June 22 DATE

My license is subject to renewal on December 31, 2023.
This certification applies only to the page upon which it appears.

This Plat or Subdivision has been reviewed by the City of Waterloo, Iowa.

Zoning Administrator or Designee Date

GPS
Great Plains Survey, Inc.

SHEET NO.
1 of 1

INDEX LEGEND

LOCATION: PART OF LOT 52, SUMMERLAND FARMS
WATERLOO, BLACK HAWK COUNTY, IOWA

TOTAL AREA: 0.50 TOTAL ACRES

OWNER / SURVEY REQUESTED BY: ERICH GAMM
13249 180TH ST., RANDALIA, IA 52164

PREPARED BY / RETURN TO: GREAT PLAINS SURVEY, INC.
ATTN: JEFFREY R. HUTTON, P.L.S.
PH: (319) 342-4774 407 SYCAMORE ST., LA PORTE CITY, IA 50651

DATE OF FIELDWORK: JUNE, 2022

CITY OF WATERLOO PLANNING AND ZONING COMMISSION
REQUEST FOR PLATTING (PRELIMINARY OR MINOR)

1. APPLICATION INFORMATION:

a. Applicant's Name (please print): Erich Gamm
Address: 13249 180th St Phone: 563) 380-4386
City: Randalia State: IA Zip: 52164
Email: erich@bore4u.com

b. Status of Applicant: (a) Owner ✓ (b) Other ___ (CHECK ONE): If other explain: ___

c. Property Owner's Name if different than above (please print): ___
Address: ___ Phone: ___
City: ___ State: ___ Zip: ___
Email: ___

2. PREPARER INFORMATION:

a. Preparer's Business Name (please print): Great Plains Survey, Inc.
Primary Preparer's Name: Jeff Hutton
Phone: 319) 342-4774 E-mail: jhutton@greatplainssurvey.com

3. PROPERTY INFORMATION:

a. Name of Plat: Plat of Survey Part of Lot 52 Summerland Farms
b. General Location of Property: SE Cor Summerland Dr & Mills Ln. Waterloo
c. Area of Proposed Plat: 0.50 acres
d. Zoning District(s): R3, R-P

4. OTHER DOCUMENTATION:

a. Preliminary Deed of Dedication (prefered but not required)
b. Overall Street Plan (if applicable)
c. Six (6) copies of the Preliminary Plat which are in conformance with Section 11-3-2 of the Subdivision Ord. (also submit a digital copy of the plat in PDF format)

5. PUBLIC IMPROVEMENTS

a. Costs (estimated) for any public improvements:

	Total Cost Estimate
Storm Sewer	$ 0
Sanitary Sewer	$ 0
Paving	$ 0
Land Dedicated	$ 0
TOTAL	$ 0

The Request Fee of **$300 + $10 per lot** (payable to the City of Waterloo) is required. **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said request to be approved. Any major change in any of the information given will require that the request go back through the process, with a new Request Fee. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

Signature of Applicant Date

Signature of Owner Date

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Main Street Waterloo, in the amount of $60,000.00, for Fiscal Year 2023, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

Description	Type
Main St Professional Services Agreement FY23	Backup Material
Maiin Street Program Boundary Map	Backup Material
Design Review Boundary Map	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Main Street Waterloo, in the amount of $60,000.00, for Fiscal Year 2023, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Aric Schroeder, City Planner
Recommended Action:	Approval
Summary Statement:	Main Street has been funded by the City of Waterloo in recent years through a professional services agreement. The proposed agreement for Fiscal Year 2023 is significantly the same as the agreement approved last year.
Neighborhood Impact:	When the Main Street Program was started in the City of Waterloo, there was a Self Supported Municipal Improvement District (SSMID) which paid for Main Street's annual contract. The SSMID was discontinued a number of years back. To keep the Main Street Program going in Downtown Waterloo, the City of Waterloo started to pay an annual amount of $40,000 for the program under a services contract. In past years Main Street had also requested and were approved for an additional $10,000 that was paid out of Hotel/Motel Tax discretionary fund. The last two years it was requested and approved to fund the program at $60,000, and the reference to an additional payment of $10,000 from Hotel/Motel Tax discretionary fund was removed from the agreement. Although Main Street Waterloo would still potentially be eligible to apply for grants under the Hotel/Motel Tax discretionary fund. This year the agreement is proposed to be very similar to last year, funding the program again at $60,000. The only changes were minor tweaks to the wording of the Attachment A Scope of Client Services, in describing the expectations for the services to be provided by Main Street Waterloo.
Data/Analysis and Strategies:	Economic Development and Downtown Revitalization. Strategic Plan goals 1, 3 and 4.
Expenditure Required/Source of Funds:	$60,000 ($30,000 paid on or by July 31, 2022, and $30,000 on or by January 31, 2023). To be paid from Downtown TIF and bond funds.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2022, by and between Main Street Waterloo, whose address for the purposes of this agreement shall be 212 East 4th Street, Waterloo, Iowa 50703 (referred to as the "Client"), and the City of Waterloo (referred to as the "City").

WHEREAS, City desires to engage the services of Client to furnish technical and professional assistance in connection with the redevelopment of downtown Waterloo and including, but not limited to, implementing the "Downtown Urban Renewal Plan"; and the Client has indicated its willingness to provide such technical and professional services to the City.

NOW, THEREFORE, the parties mutually agree as follows:

A. Scope of Client Services

The Client agrees to perform in a good professional manner the "services outlined in Attachment "A"; a copy of which is attached and made a part of this Agreement.

B. Materials to be Provided by the City

In the event that any information, data, reports, records and maps exist, are available to the City, and may be useful for Client's carrying out the services of the Agreement, these materials shall be promptly furnished to the Client without its cost or expense.

C. Meetings and Reports

Upon reasonable notice, the client agrees to attend a reasonable number of meetings with the City of Waterloo, and staff during the life of the Agreement. In addition, the Client will produce reports, studies and memorandums in connection with carrying out the services outlined in the Agreement with the City.

D. Subcontractors

Client may elect to use subcontractors to perform certain portions of the services. Client shall remain responsible for all services.

E. Changes

Any changes in this Agreement, including Scope of client Services and any modification of the amount of compensation, shall be first mutually agreed upon by City and Client and incorporated into a written amendment.

F. Compensation and Payment Method

For services to be rendered under this Agreement, the City shall pay Client's fee of $60,000 during the City's Fiscal year 2023, which commences July 1, 2022 and runs through June 30, 2023. Payments shall be made on or by July 31 in the amount of $30,000 and by Jan 31 in the amount of $30,000 of the respective year(s) in which said payment is due upon presentation of an invoice by client.

G. Time of Performance and Delays beyond Client's Control

The services of the Client shall begin upon receipt of an executed copy of this Agreement, and shall, except for causes beyond Client's control, be completed in a timely manner. The completion of services by client shall be contingent, among other things, upon the timely receipt from the City, data and reports described in Paragraph B above. Further, the Client shall not be in default by reason of any failure in terms, if such failure arises out of reasonable causes beyond the control and without the fault or, negligence of the Client. Such causes may include, but are not limited to, acts of government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather. This agreement shall begin upon receipt of an executed copy of this Agreement, and shall terminate June 30, 2023.

H. Non-discrimination

Client agrees not to discriminate by reason of age, race, religion, color, sex, natural origin, or handicap unrelated to the duties of a position of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

I. Extra Work

If requested and authorized in writing by the City and approved by Client, Client will be available to furnish or obtain from others extra work and be compensated for said work beyond the lump sum amount fixed in Paragraph F above. Extra work can be work of the following type:

1. Extra Work, including, but not limited to changes in size, complexity, or character of the work items.

2. Additional or extended services including study administration due to:

    a) the prolongation of the Agreement time through no fault of Client
    b) the acceleration of work schedule involving services beyond normal working hours; or
    c) nondelivery of any materials, data or other information to be furnished by the City or others not within the control of Client

3. Other additional services requested and authorized by the City which are not otherwise provided for under this Agreement. The fee for any extra work shall be mutually determine by the City and the client and incorporated in written signed amendment to the Agreement, approved by main Street Waterloo and the Waterloo City Council.

J. Notices

All notices, communication and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth in the first paragraph hereto. The date of mailing shall be deemed the date of service. Either party may change the address for notice by the aforesaid procedure.

K. Entire Agreement

This agreement and the matter expressly referred to herein constitute the entire Agreement between the parties. No representations, warranties, undertakings or promises have been made by either, party hereto unless expressly stated herein. All amendments hereto, if any, shall be in writing and executed by the parties.

IN WITNESS WHEREOF, Client and City have executed and delivered this Agreement all on the date first above written.

CLIENT MAIN STREET WATERLOO	CITY CITY OF WATERLOO
By:_____ President	By:_____ Quentin Hart, Mayor
Witness:_____	Witness:_____
Date: _____	Date: _____

ATTACHMENT "A"

Scope of Client Services

A. Implement the Main Street Waterloo Program using the Four Point approach.

B. Participate in events in the Downtown area. Attend quarterly meetings with Planning Staff and provide an annual report of those events to the City Council including attendance and the economic impact of those events to the City.

C. Make regular business contacts during the period of this contract with a goal of 100 or more meetings. These contacts may include property owners, developers, or business owners etc. Provide regular business communication and host quarterly business meetings. Provide a report of these contacts on the quarterly report to the City.

D. Work with the City on downtown development projects during this contract period. This may include rehabilitation, new construction, or major façade improvements etc. (sign replacements are excluded). Provide a report of these projects on the quarterly report to the City.

E. Track the capital investment made in the downtown each year. Provide a calculation on the increased taxable value and the number of new businesses and employees added or lost each year. Provide a report of this information on the quarterly report to the City.

F. Devise and implement a retail and commercial marketing program in conjunction with existing and proposed downtown property owners and developers. Provide an annual report of this activity to the City.

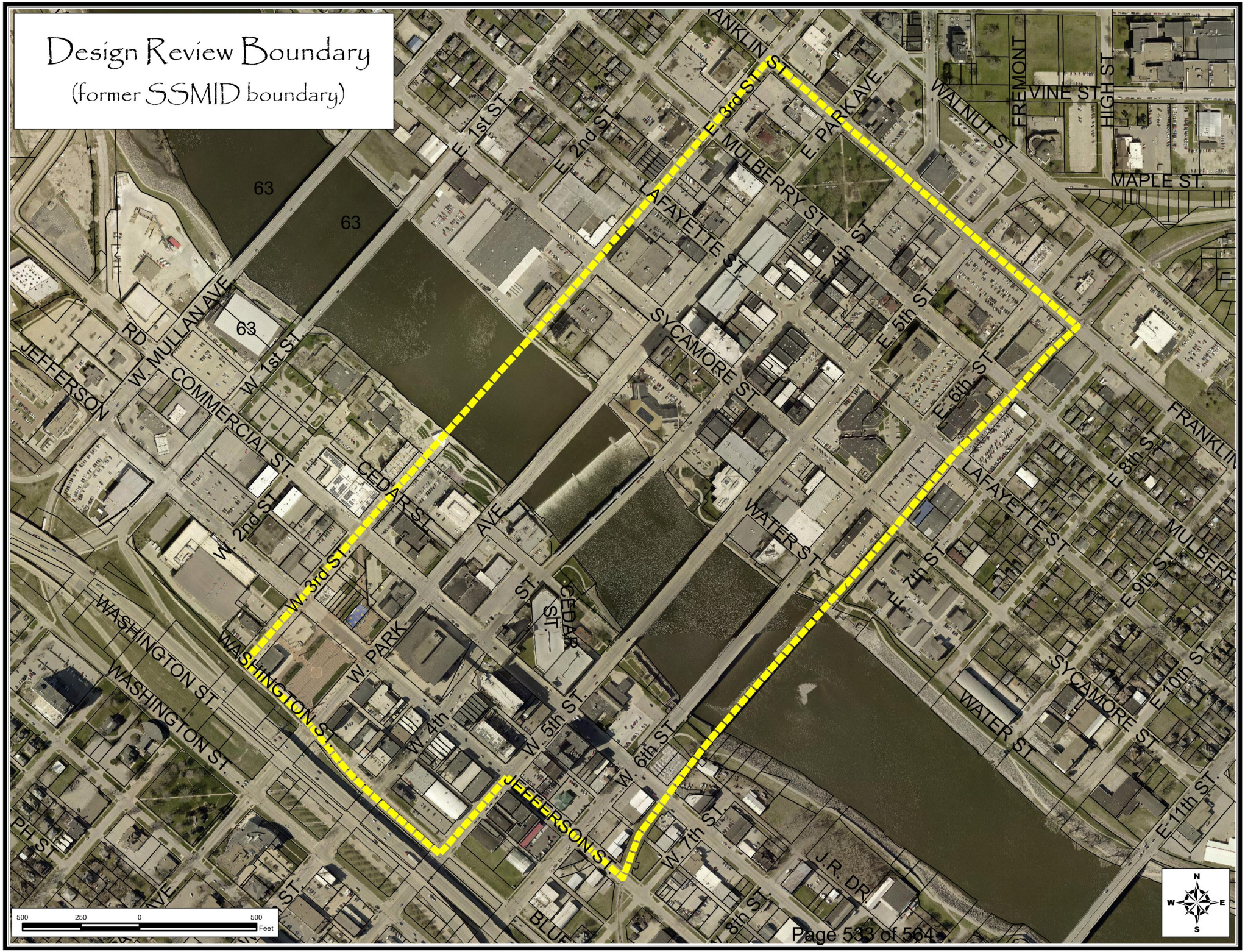
G. Coordinate the efforts of numerous Government agencies and Government programs downtown. Provide an annual report of this activity to the City.

H. Develop a program of economic development including the conversion of upper floors for housing and offices. Host events to help increase the economic impact of downtown. Provide an annual report of this activity to the City.

I. Advise and assist with the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan. Provide an annual report of this activity to the City.

J. Advise, assist, and implement if appropriate, project coordination, information gathering, and sharing of information for emergency funding revenue, programs, etc., associated with State IEDA, Federal disaster funds, or similar funding sources.


MAIN STREET WATERLOO
MSW
ENRICHMENT THROUGH PRESERVATION & ENGAGEMENT
NEW DISTRICT BORDERS


Design Review Boundary
(former SSMID boundary)
E. 1st ST.
E. 2nd ST.
E. 3rd ST.
E. 4th ST.
E. 5th ST.
E. 6th ST.
E. 7th ST.
E. 8th ST.
E. 9th ST.
E. 10th ST.
E-11th ST.
E. PARK AVE.
WALNUT ST.
FREMONT
VINE ST.
HIGH ST.
MAPLE ST.
MULBERRY ST.
LAFAYETTE ST.
SYCAMORE ST.
WATER ST.
FRANKLIN
MULBERR
63
W. MULLAN AVE
RD
JEFFERSON
W. 1st ST.
COMMERCIAL ST.
W. 2nd ST.
W. 3rd ST.
CEDAR ST.
AVE
ST.
W. PARK
WASHINGTON ST.
W. 4th
W. 5th ST.
W. 6th ST.
W. 7th ST.
W. 8th ST.
JEFFERSON ST.
J.R. DR
PH ST
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CITY OF WATERLOO

Council Communication

Resolution approving Amendment No.1 to an Agreement with Strand Associates Inc., of Madison Wisconsin, originally executed September 9, 2021, Agreement for Design Services Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, and authorizing the Mayor to execute said document.

City Council Meeting: 7/18/2022
Prepared: 7/5/2022

ATTACHMENTS:

	Description	Type
	Memo to Mayor and Council	Backup Material
	Summery Letter	Backup Material
	Final Clarifier Rehab Amend. No. 1	Backup Material

SUBJECT:	Resolution approving Amendment No.1 to an Agreement with Strand Associates Inc., of Madison Wisconsin, originally executed September 9, 2021, Agreement for Design Services Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor

CITY OF WATERLOO, IOWA

WASTE MANAGEMENT SERVICES DEPARTMENT
3505 Easton Ave. • Waterloo, IA 50703 • Phone (319) 291-4553

Date: July 6, 2022

To: Waterloo Mayor and City Council

From: Brian M Bowman-Operations Supervisor Waste Management Services

Re: F.Y. 2023 Final Clarifier No. 3 Rehabilitation Project (Contract 1067) Plans, Specifications, Engineers Estimate of Cost and Setting of Public Hearing.

Background Discussion
Final Clarifier No. 3 on the Easton treatment plant has been functioning in a limited capacity since August of 2017. Final clarifiers have a lower scraping mechanism that removes accumulated solids from the bottom of the unit and a skimmer arm that removes floating materials from the top. The removal of these solids ensures compliance with Iowa DNR (IDNR) permit regulations to avoid violations and potential fines. The Iowa DNR listed this project as a requirement on the Waste Water Treatment Facility Inspection in 2021. The Iowa DNR clearly stated that this Clarifier must be repaired to ensure the facility doesn't continue to operate with diminished treatment capabilities.

This has been a multi-staged project that first included a De-Watering Project (completed December 2020) so that a complete condition assessment could be made. The Condition Assessment was conducted in June 2021 by Strand and Associates of Madison Wisconsin.
Findings of the Condition Assessment revealed an approximately 11-foot long by 7-foot wide area of grout topping was missing in the southeast quadrant of the clarifier. Additional assessments found numerous Pressure Relief valves have failed. Soundings of the concrete base slab under the grout topping indicate the presence of unsound concrete in the slab material. The extent of the unsound base slab concrete will not be determined until the complete removal of the grout topping in the tank. The Engineer's Estimate of Cost is $700,000. This project is part of the approved Capital Improvements Program and is funded from the sewer fund.

For City Council considering on the July 18, 2022 regular meeting agenda is setting the date for the public hearing. The bid opening date is scheduled for August 4, 2022. The public hearing, official bid reading, and potential award is scheduled for August 15, 2022

Recommended Action
It is recommended that the City Council approve setting the date of the public hearing, bid reading, and potential award of the F.Y 2023 Final Clarifier Rehabilitation (Contract 1067) at the August 15, 2022 City Council Regular Meeting.

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843

July 5, 2022

Mr. Brian Bowman
City of Waterloo
3505 Easton Avenue
Waterloo, IA 50703

Re: Amendment No. 1 to the September 9, 2021 Agreement for Design Services
Wastewater Treatment Plant (WWTP)–Final Clarifier No. 3 Rehabilitation
City of Waterloo, Iowa (City)

Dear Brian,

Strand Associates, Inc.® (Strand) has completed the design and production of Contract Documents for the Final Clarifier No. 3 Rehabilitation project.

As the City prepares to move forward with advertisement of the project, Strand is pleased to provide Amendment No. 1 for the above referenced Agreement.

The amendment adds Bidding- and Construction-Related Services to Strand's Scope of Services in addition to modifying the compensation and Agreement completion date. A breakdown of the engineering compensation is summarized in the following table. The completion date has been amended to April 30, 2023, to align with the proposed construction schedule.

Element	Compensation
Design Services	$45,000
Bidding- and Construction-Related Services	$53,325
Total	$98,325

It has been a pleasure working with the City and Strand looks forward to a successful construction project. Please call 608-251-4843 if you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

Samuel K. Hocevar

Enclosure

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STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

July 1, 2022

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Brian Bowman, Treatment Operations Director

Re: Amendment No. 1 to the September 9, 2021, Agreement for Design Services
Wastewater Treatment Plant (WWTP)–Final Clarifier No. 3 Rehabilitation

This is Amendment No. 1 to the referenced Agreement.

Under the RE:, CHANGE Design Services to "Design, Bidding-, and Construction-Related Services."

Under **Scope of Services**, ADD the following:

"8. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.

9. Submit Notice to Bidders and Notice of Public Hearing to OWNER for publishing. Publishing fees shall be paid by OWNER.

10. Prepare addenda and answer questions during bidding.

11. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.

12. Prepare four sets of Contract Documents for signature.

13. Attend one preconstruction conference.

14. Review and reply to contractor's request for information.

15. Review contractor's schedule monthly for up to six months.

16. Review contractor's monthly payment requests for up to six months.

17. Review contractor's shop drawing submittals (up to six submittal reviews for each shop drawing are included).

18. Attend and prepare meeting agenda and minutes for up to four construction progress meetings.

19. Conduct up to three visits by the project manager or structural engineer to observe construction.

20. Conduct a substantial completion site visit and develop a list of items to be completed or corrected by contractor.

21. Conduct one final completion site visit.

22. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

23. Provide up to 80 hours resident project representative (RPR) for part-time observation of construction. RPR services include field time on site as well as office time for answering questions from the RPR. RPR efforts are anticipated to be within a five-day work week for the construction period. Additional Services related to an accelerated construction schedule or where the contractor works weekends or longer than 40 hours per week will be considered outside this Agreement's **Scope of Services** and will require an amendment to this Agreement."

Under **Service Elements Not Included**, DELETE item No. 3 in its entirety.

Under **Compensation**, CHANGE $45,000 to "$98,325."

Under **Schedule**, CHANGE December 31, 2021, to "December 30, 2022."

After **Opinion of Probable Cost**, ADD the following:

"**Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	CITY OF WATERLOO
Joseph M Bunker 7/1/2022	
Joseph M. Bunker — Date	Quentin M. Hart — Date
Corporate Secretary	Mayor

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CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Vandewalle and Associates, in the amount of $72,000.00, for continued work on downtown Waterloo planning efforts, redevelopment design, riverfront development, and funding opportunities for fiscal year 2023, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 7/18/2022
Prepared: 7/14/2022

ATTACHMENTS:

Description	Type
Vwalle Contract	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Vandewalle and Associates, in the amount of $72,000.00, for continued work on downtown Waterloo planning efforts, redevelopment design, riverfront development, and funding opportunities for fiscal year 2023, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	The City of Waterloo has been working with Vandewalle & Associates for many years for downtown development. With a plethora of activities and projects underway, we feel it is appropriate to continue this relationship to bring forth new development, proper design and planning, to continue to improve Downtown Waterloo.
Neighborhood Impact:	The Downtown Waterloo area has seen many improvements over the years for a positive impact on the Downtown area.
Data/Analysis and Strategies:	The City of Waterloo utilizes the Downtown Master Plan, input from neighboring areas, and Main Street Waterloo al as ways to increase the viability of Downtown Waterloo, its overall layout, and development.
Implementation, Accountability, and Communication:	The City has partnered with many other entities such as Main Street, Spectra, Grow Cedar Valley, Experience Waterloo, and the Waterloo Development Corporation, for ways to improve Downtown Waterloo and look for input for its design and progress forward.
Community Engagement Methods:	Economic Development updates, public hearings, Planning Commission actions all have the ability to allow for further informational and engagement methods.
Expenditure Required/Source of Funds:	$72,000 from Bond and TIF funds

CITY OF WATERLOO – AGREEMENT FOR IMPLEMENTATION SERVICES 2022-2023

SCOPE OF WORK

WORK ELEMENT 1: BLIGHT ELIMINATION AND PROPERTY ACQUISITION

a. Continue to update map and strategy with blight elimination and property acquisition targets
b. Track property owner, assessed value, and anecdotal information regarding asking price, business status, and other relevant details
c. Work with City and Waterloo Development Corporation on public private partnership to blight elimination and property acquisition
d. Coordinate downtown redevelopment efforts with supporting blocks and neighborhoods including Walnut neighborhood, Church Row neighborhood, Franklin Gateway neighborhood, and Rath area.

WORK ELEMENT 2: DOWNTOWN MASTER PLAN IMPLEMENTATION

Work with the City to expand and implement the detailed development plan for downtown Waterloo, to include the following:

a. Work with the City and Waterloo Development Corporation to identify the downtown projects that would be eligible for anticipated federal funding
b. Continue to develop and implement the downtown Master Plan, including both priority projects on both the east and west sides
c. Develop graphics, including concept design, whitepapers, and web-based graphics as needed to illustrate visionary concepts for redevelopment
d. Continue to update redevelopment Master Plan, including perspectives showing proposed uses, density, and massing along Commercial and Jefferson corridors
e. Assist with financing strategies that promote economic development, such as tax increment financing and economic impact forecasting
f. Advise the City on coordination of downtown marketing effort, including collaboration with the City on marketing materials and providing design review assistance
g. Provide ongoing implementation assistance for housing projects that are underway
h. Work with City, property manager, owners, and future developer to reposition Black's Building as a catalytic redevelopment project, as well as adjacent blocks for redevelopment
i. Provide general assistance to the City as requested

WORK ELEMENT 3: SUPERBLOCK REDEVELOPMENT

With the assistance of City Staff, coordinate the redevelopment of the properties in the Superblock. (Note: Superblock is a four-block area around the Convention Center, including the Ramada hotel, parking structure, Courier building, and Cedar River Plaza building) to include the following:

a. Assist City with positioning projects to attract and recruit developers
b. Advise on use, density, and programming for Courier Block and adjacent buildings and sites, including both existing and future catalytic redevelopment sites

c. Advise on priorities for phased development of Superblock properties
d. Facilitate the Design Build Management Team process, including providing agendas, guidance, and recommendations on design review elements
e. Assist developer and others in coordinating site planning and architect's design review on Courier Block or other adjacent proposed development
f. Advise on potential renovation of Econo Lodge project or other site uses
g. Advise on redevelopment opportunities for the Cedar River Plaza building, including appearance improvements, river access options, and suggestions for tenant mix

WORK ELEMENT 4: CENTRAL CITY LIVE LEARN INITIATIVE

a. Continue to work with Mayor and City Staff on "Central City Live Learn Neighborhood Initiative," including coordination between existing efforts and stakeholders and managing the implementation of the initiative
b. Assist with concept development through whitepapers and graphics/maps, and data collection/analysis as needed to support current efforts by City and public and non-profit partners
c. Continue to assist in launching new redevelopment sites and uses for the project "pipeline" on both the west and east sides, including the Walnut neighborhood, Church Row, and Highway 63 corridor
d. Development of outline for architectural guidelines for key neighborhood corridors and areas where redevelopment/revitalization on a block-by-block basis is a priority
e. Advise on implementation of Walnut Street and Church Row Neighborhood planning efforts
f. Advise on Opportunity Zone projects, including packaging projects for investment, developer recruitment, design concept development
g. Coordinate with the City on East 4th Street Development
h. Advise on the development of workforce mobility opportunities and coordinate with transit and workforce stakeholders
i. Continue to advance and track metrics related to impact of the City Central Live Learn Initiative
j. Continue to advance workforce training initiatives, including building trades and advanced manufacturing, through support of partner initiatives

WORK ELEMENT 5: DOWNTOWN LIGHTING AND IMPLEMENTATION

Continue to facilitate relationship with potential lighting design consultant and help manage their scope of work, deliverables, and cost estimates

a. Coordinate local/regional stakeholders on communication and/or input, planning, and strategy on implementation of bridge lighting project
b. Provide additional project support, as directed by the City

WORK ELEMENT 6: IOWA REINVESTMENT DISTRICT IMPLEMENTATION (NON- MARINA)

a. Assist the City in planning for redevelopment of the TechWorks outlots, such as the marina site, retail sites, and sports-related uses, and including efforts to functionally integrate TechWorks into the downtown redevelopment Master Plan. These efforts will be conducted through regular calls, DBMT meetings, and review of materials

b. Work with Waterloo Development Corporation to implement the market study related to a regional hard court tournament center
c. Assist the City in implementing the projects in the Iowa Reinvestment District, including new opportunities in hotel, hospital, retail, and multi-family housing
d. Assist City Staff in activities to help support the hotel to recover from losses incurred during the covid-19 pandemic, including supporting recruitment of a new restaurant and aligning downtown redevelopment activities to increase room nights and associated tax revenues

WORK ELEMENT 7: PARK TO PARK/VETERANS WAY DESTINATION DISTRICT ADVANCEMENT

a. Continue assisting the City with implementation of projects, including Bridge Lighting, Veterans Way, Pocket Park, 218 Pedestrian Underpass, improved streetscape and the Sullivan Brothers Memorial Plaza
b. Support Mayor and City staff in procuring additional public and private sources of funding such as EDA funding for projects in the Park to Park/Veterans Way concept, including preparation of letters of intent or grant writing, in partnership with City staff
c. Continue to develop design concepts, cost estimates, whitepapers, summary graphics, and partnership opportunities for projects within the overall Park to Park/Veterans Way Destination District concept

WORK ELEMENT 8: MARINA SITE AND OTHER CEDAR RIVER PROJECTS

a. Assist City with positioning remaining project phases for federal and state funding in addition to identifying and tracking other funding opportunities applicable to the project, such as Great Places program, TAP funding, or others
b. Work with the City and the Waterloo Development Corporation to identify an operator and operating plan for the Marina, including multi-family housing, paddlesports/recreation business, and other uses
c. Assist with converting River Road to a riverfront parkway with scenic improvements
d. Assist with concepts and positioning for future Cedar River projects
e. Help recruit and vet additional housing and retail/commercial prospects for the Marina site, including temporary uses like local food trucks to support seasonal activity on marina site
f. Coordinate with other City/INRCOG consultants on shoreline, river access, docking, and site design
g. Provide advice on kayak course, fishing derbies, flatwater paddling, and other recreational programming opportunities, including potential canoe/kayak livery site
h. Develop and maintain implementation strategy and operating plan, including project roles and responsibilities as the Cedar River Placemaking project is implemented

WORK ELEMENT 9: FUNDING PROCUREMENT AND TRACKING

At the direction of City Staff, provide assistance in developing a funding strategy to include the following:

a. Develop and track sources of and deadlines for federal, state, and local funding opportunities
b. Position projects by developing white papers and communication strategies to help recruit funding sources

c. Track federal infrastructure-based funding programs, such as RAISE (DOT) and FTA for road/transit projects
d. Support and assist the City in implementing the federal Opportunity Zone program, including design concept development and funding structures
e. Add capacity to City Staff by providing grant writing services, as requested

WORK ELEMENT 10: DEVELOPER RECRUITMENT ASSISTANCE

As additional priority projects are identified during the contract period, assist the City with developer recruitment activities, including:

a. Project concept design and refinement, including design services to review architecture and graphic services to advance specific projects, including infill or other projects on the east side
a. Participate in property owner negotiations and relocation strategies
b. Participate in developer recruitment and negotiations, such as RFP/RFPs development, evaluation of responses, and developer selection
c. Assist in financing strategy development
d. Assist in design and development review

WORK ELEMENT 11: COORDINATION FOR PMT/DBMT PROCESS

With the assistance of City Staff, manage and coordinate the Project Management Team, to include the following:

a. Identify priority focus areas and set related meeting agendas
b. Facilitate Project Management Team and project-specific Design-Build Management Team meetings on a monthly basis or as needed
c. Facilitate the Design Build Management Team process, including providing agendas, guidance, and recommendations on design review elements
d. Continue to enhance public private partnership with Waterloo Development Corporation

ESTIMATED SCHEDULE

a. Services in this Agreement shall commence July 1, 2022 and be in effect a maximum of one year, unless the parties agree otherwise.

COSTS AND PAYMENT

b. All work will be completed on a time and materials basis with the budget for the Project set at $72,000 (billing at an average $6,000 monthly). Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).

CITY OF WATERLOO

Council Communication

Resolution approving a recurring Master Equity Lease Agreement, in an amount not to exceed $325,000.00, with Enterprise Leasing, to lease twenty-three (23) vehicles for police administrative and investigative staff for FY 2024, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 7/18/2022
Prepared: 1/6/2020

ATTACHMENTS:

Description	Type
Master Lease Agreement	Backup Material
Lease Example	Cover Memo

SUBJECT:	Resolution approving a recurring Master Equity Lease Agreement, in an amount not to exceed $325,000.00, with Enterprise Leasing, to lease twenty-three (23) vehicles for police administrative and investigative staff for FY 2024, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Joe Leibold, Major
Recommended Action:	Request that the City Council pass a resolution authorizing the Mayor to sign the lease agreement with Enterprise Leasing to lease 23 vehicles for the administrative and investigative staff for FYE 24.
Summary Statement:	This is a continuation of our lease agreement with Enterprise Car Company. Supply chain issues, along with manufactures delays have reduced order windows and timing. The order window for Ford for FYE 24 vehicles will open on Monday, 7/18/22, for delivery in the Fall of 2023.
Data/Analysis and Strategies:	N/A
Implementation, Accountability, and Communication:	General
Expenditure Required/Source of Funds:	Estimated cost not to exceed $325,000 in FYE 24.

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6551702

Prepared For: City of Waterloo, Iowa
Leibold, Joe

Date 07/15/2022
AE/AM BG2/A1E

Unit #
Year 2022 **Make** Ford **Model** F-150
Series XLT 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type Ordered **Term** 12 **State** IA **Customer#** 599335

$ 55,042.40		Capitalized Price of Vehicle [1]
$ 0.00	*	One-Time Registration Fee on Leased Vehicles 0.0000%
		State IA
$ 25.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 200.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 55,242.40		Total Capitalized Amount (Delivered Price)
$ 690.53		Depreciation Reserve @ 1.2500%
$ 342.11		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 1,032.64		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 0.00		Full Maintenance Program [3] Contract Miles 0 — OverMileage Charge $ 0.0000 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 0.00		**Additional Services SubTotal**
$ 0.00		Use Tax 5.0000% **State** IA
$ 1,032.64		**Total Monthly Rental Including Additional Services**
$ 46,956.04		Reduced Book Value at 12 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Stone Gray Metallic
Interior Color	(0 I) Black w/Medium Dark Slate w/Cloth 40/20
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Waterloo, Iowa

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction

of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Open-End (Equity) Lease Rate Quote

Quote No: 6551702

VEHICLE INFORMATION:

2022 Ford F-150 XLT 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$44,857	$47,975.00
Total Options	$3,332.00	$3,660.00
Destination Charge	$1,795.00	$1,795.00
Total Price	**$49,984.00**	**$53,430.00**

SELECTED COLOR:

Exterior: D1-(0 P) Stone Gray Metallic

Interior: MS-(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
18B	Black Platform Running Boards	$228.00	$250.00
301A	Equipment Group 301A Mid	$1,120.00	$1,230.00
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
50X	Connected Navigation & SiriusXM w/360L Removal	$-182.00	$-200.00
524_	SYNC 4 w/Enhanced Voice Recognition	Included	Included
53B	Class IV Trailer Hitch Receiver	Included	Included
582	Radio: AM/FM SiriusXM w/360L	Included	Included
61K	SecuriCode Drivers Side Keyless-Entry Keypad	Included	Included
64F	Wheels: 17" Silver Painted Aluminum	Included	Included
8INCH	8" Productivity Screen in Instrument Cluster	Included	Included
91P_	8-Way Power Driver's Seat w/Power Lumbar	Included	Included
942	Daytime Running Lamps	$41.00	$45.00
995	Engine: 5.0L V8	$2,125.00	$2,335.00
D1_01	(0 P) Stone Gray Metallic	NC	NC
DZTEMP	Dual Zone Electronic Automatic Temperature Control	Included	Included
LTHWHL	Leather-Wrapped Steering Wheel	Included	Included
M	Cloth 40/20/40 Front Seat	Included	Included
MS_01	(0 I) Black w/Medium Dark Slate w/Cloth 40/20/40 Front Seat	NC	NC
NNGV6	GVWR: 7,050 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
PNTTBL01	Paint Table : Monotone Paint Application	$0.00	$0.00
REARVW	Auto-Dimming Rearview Mirror	Included	Included
RSEAT	Rear Under-Seat Storage	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X27	3.31 Axle Ratio	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Running Boards: running boards
- Door Handles: black
- Front And Rear Bumpers: chrome front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Voice Activated A/C: voice activated air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Key Pad: keypad locking
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Auto-dimming Rearview Mirror: auto-dimming rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Navigation System: SYNC 4 Connected Navigation navigation system with voice activation
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Front Underseat Storage Tray: locking front underseat storage tray
- Rear Underseat Storage Tray: rear underseat storage tray
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio SiriusXM with 360L AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 7 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Front Fog Lights: front fog lights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: digital/analog appearance
- Tachometer: tachometer
- Voltometer: voltmeter
- Compass: compass
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Park Distance Control: Reverse Sensing System rear parking sensors
- Trip Odometer: trip odometer
- Lane Departure Warning: lane departure
- Blind Spot Sensor: blind spot
- Front Pedestrian Braking: pedestrian detection
- Forward Collision Alert: forward collision
- Oil Pressure Gauge: oil pressure gauge
- Water Temp Gauge: water temp. gauge
- Transmission Oil Temp Gauge: transmission oil temp. gauge
- Clock: in-radio display clock
- Rear Vision Camera: rear vision camera
- Oil Pressure Warning: oil-pressure warning
- Water Temp Warning: water-temp. warning
- Battery Warning: battery warning
- Lights On Warning: lights-on warning
- Key in Ignition Warning: key-in-ignition warning
- Low Fuel Warning: low-fuel warning
- Low Washer Fluid Warning: low-washer-fluid warning
- Door Ajar Warning: door-ajar warning
- Brake Fluid Warning: brake-fluid warning

Safety And Security:

- ABS four-wheel ABS brakes
- Number of ABS Channels: 4 ABS channels
- Brake Assistance: brake assist
- Brake Type: four-wheel disc brakes
- Vented Disc Brakes: front and rear ventilated disc brakes
- Daytime Running Lights: daytime running lights
- Spare Tire Type: full-size spare tire
- Spare Tire Mount: underbody mounted spare tire w/crankdown
- Driver Front Impact Airbag: driver and passenger front-impact airbags
- Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
- Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
- Occupancy Sensor: front passenger airbag occupancy sensor
- Height Adjustable Seatbelts: height adjustable front seatbelts
- Seatbelt Pretensioners: front seatbelt pre-tensioners
- 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
- Side Impact Bars: side-impact bars
- Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
- Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
- Rear Child Safety Locks: rear child safety locks
- Ignition Disable: SecuriLock immobilizer
- Security System: security system

Panic Alarm: panic alarm

Electronic Stability: electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: power 2-way driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Driver Cushion Tilt: power driver and passenger cushion tilt

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

LeatherSteeringWheel: leather/metal-look steering wheel

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

CITY OF WATERLOO

Council Communication

Resolution approving a revised fee schedule for FY 2023 Solid Waste Services.

City Council Meeting: 7/18/2022
Prepared: 7/6/2022

ATTACHMENTS:

	Description	Type
	Fee Schedule	Backup Material

SUBJECT:	Resolution approving a revised fee schedule for FY 2023 Solid Waste Services.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager

Fee Schedule
Garbage, Yard Waste and Recycling Services

Basic services

- Garbage
  - 32-gallon container $10.00 per month
  - 64-gallon container $11.75 per month
  - 96-gallon container $17.75 per month
- Voluntary Curbside Collection of Recycling and/or Yard Waste
  - $4.00 per month
- Required Satellite Sites for Recycling and Yard Waste
  - $5.00 per month for both

Additional services

- Extra Garbage
  - $1.00 for additional 30-gallon plastic bag (limit one per week)
- Bulk Item Pick Up Requested
  - Up to 10 listed items $10.00
  - Additional fees for special items:
    - Freon-containing items $12.00 each
    - Washer, dryer, dishwasher, furnace, range, microwave oven, oven/stove, thermostat, water heater $4.00 each
    - Auto/pickup tires $3.00 each (limit 4)
    - Truck/semi tires $6.00 each (limit 2)
    - Other small vehicle tires $3.00 each (limit 2)

Transaction fees

- Return visit to collect because container not accessible, not out, or overloaded $20.00
- Replacement of container damaged by customer Cost of Cart + $20 Delivery
- Delivery of new container (after first delivery) or removal or exchange of container, for reasons other than damage or loss caused by customer $20.00
- Repair or replacement of damaged containers not caused by customer Free
- Unauthorized disposal of waste incurring landfill penalties (see Black Hawk County Landfill website) Landfill Penalty + $25.00
- Unauthorized Cart/RFID swapping, RFID removal $250.00 1st Offense
  $500.00 2nd Offense or Recurring
- Unauthorized use of additional carts $250.00 1st Offense
  $500.00 2nd Offense or Recurring

CITY OF WATERLOO

Council Communication

Resolution establishing a Community 24x7 Carbon-Free Electricity Goal for the City of Waterloo.

City Council Meeting: 7/18/2022
Prepared: 7/11/2022

ATTACHMENTS:

	Description	Type
	Final 24x7 Carbon Resolution.docx	Backup Material

SUBJECT:	Resolution establishing a Community 24x7 Carbon-Free Electricity Goal for the City of Waterloo.
Submitted by:	Submitted By: Mayor Quentin Hart

Prepared by Kelley Felchle, City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2022-XXX

RESOLUTION ESTABLISHING A COMMUNITY 24X7 CARBON-FREE ELECTRICITY GOAL FOR THE CITY OF WATERLOO

WHEREAS, the City of Waterloo is responsible for promoting the public health and safety of its residents, including access to clean air, clean water, and a livable environment; and is committed in those endeavors to actions that foster a clean energy future for the City of Waterloo and its residents; and

WHEREAS, the City of Waterloo is responsible for and committed to a healthy and vibrant economy and recognizes that many companies and their employees value reliable, affordable clean energy when considering business retention, expansion, and employment decisions, which makes clean energy a valuable tool for economic development; and

WHEREAS, the transition to a 24x7 zero-carbon community, reliant on the efficient use of a mix of carbon-free electric energy resources, will provide a range of benefits including but not limited to reduced greenhouse gas emissions, improved air quality, enhanced public health, business attraction, local job growth, increased resilience, and energy security; and

WHEREAS, there is scientific consensus regarding the reality of climate change and the connection between human activities, especially the combustion of fossil fuels that create greenhouse gases, and warming of the planet; and

WHEREAS, the 2018 report of the United Nations Intergovernmental Panel on Climate Change (IPCC) found that to limit global warming to 1.5 degrees Celsius, there would need to be a 45% reduction of greenhouse from 2010 levels by 2030 and a need to reach net-zero by 2050; and

WHEREAS, the City of Waterloo has experienced the effects of climate change locally through increased temperatures, changes in water systems, extreme weather events such as the record rainfalls and flooding of June 2008 and September 2016, and other disruptions that threaten our residents, economy, and overall quality of life; and

WHEREAS, inaction perpetuates inequity and ensures the burdens of climate hazards will be borne by the City's most marginalized and vulnerable residents; and

WHEREAS, carbon-free energy resources paired with energy storage, and microgrids, where feasible, are important strategies to build disaster resilience into our communities and will assist with disaster recovery; and ensuring equitable distribution of the benefits of these resources is imperative to adequately prepare for disasters, particularly those exacerbated by climate change; and

WHEREAS, the City of Waterloo, through Resolution No. 2020-71, formally recognized the impacts global warming is having on the community and committed to implementing actions to reduce carbon emissions; and

WHEREAS, the City of Waterloo is taking steps to reduce carbon emissions by working with local businesses to install charging stations in parking lots, implementing an e-scooter mobility program in downtown Waterloo, and designing a biogas reuse project to capture, clean, and reuse methane released at the waste treatment plant; and

WHEREAS, a host of solutions exist to provide reliable, affordable, and sustainable energy while reducing demand and emissions, including but not limited to solar, wind, energy storage, geothermal, biomass, energy efficiency, demand control technologies, carbon sequestration, waste reduction, water systems technologies, and tree planting; and

WHEREAS, new and existing buildings must play a key role in reducing energy demand through smart building technologies, grid interaction, electrification, and efficiency, with residential, commercial, and industrial energy usage; and

WHEREAS, transportation advancements, including electric vehicles, intermodal transit, and pedestrian and bicycle-oriented streets offer solutions to limit harmful vehicle emissions, reduce congestion, and support vibrant neighborhoods; and

WHEREAS, the City of Waterloo and MidAmerican Energy Company (MidAmerican) have been long-time partners providing reliable and affordable electric energy to residents, businesses, and facilities in the City of Waterloo. As part of this partnership, MidAmerican is committed to a 100% carbon-free energy vision for its Iowa customers, and who under GreenAdvantage® delivered approximately 88.5% of its customers' energy needs from renewable sources in 2021; and

WHEREAS, MidAmerican is a leader with renewable energy through a renewable generation fleet that includes its first utility-scale solar project, which is located in Waterloo and generates capacity equal to 650 average Iowa homes; and

WHEREAS, MidAmerican has an application pending before the Iowa Utilities Board for its Wind PRIME project, which will allow it to complete wind and solar projects that will enable it to serve 100% of its customers' annual energy needs with renewable energy by 2025; and

WHEREAS, MidAmerican has a further goal of attaining net-zero carbon emissions by 2050 and to that end has committed, through its Wind PRIME project and other initiatives, to studying and advancing emerging clean energy technologies like carbon capture, energy storage, and modular nuclear to attain a net-zero future that maintains affordability and reliability and promotes the personal and economic vitality of Iowa's communities, businesses, and residents; and

WHEREAS, MidAmerican enhances its clean energy generation work with energy efficiency, electric vehicle charging, tree planting, low-income energy assistance and other practical programs that increase energy accessibility; reduce, minimize, and mitigate emissions; and contribute positively to the net-zero effort; and

WHEREAS, the City of Waterloo and MidAmerican, recognizing that energy flows not just locally but regionally and nationally, and that access to consistently affordable and reliable energy requires collaboration that takes due consideration of factors and circumstances that affect the energy grid at all levels, wish to partner on the journey to net zero by leveraging their respective expertise and aligning resources and efforts where their missions and interests intersect.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, as follows:

1. That the City hereby updates its greenhouse-gas emission goals to align with IPCC recommendations and commits to developing partnerships that advance a 45% reduction of greenhouse gas emissions from 2010 levels by 2030 and to reach net-zero greenhouse gas emissions by 2050.

2. That the City hereby commits to an affordable and reliable community-wide goal of achieving 100% 24x7 electricity from carbon-free sources by 2035.

3. That City leaders will work with utility partners, businesses, residents, and community stakeholders to identify a collaborative approach to achieve the emissions targets and energy goals with meaningful benchmarks and milestones between now and the target years referenced in this resolution.

4. That the City of Waterloo will increase its partnership with the Center for Energy and Environmental Education at the University of Northern Iowa to implement the goals of this resolution.

5. That the City of Waterloo will partner with MidAmerican Energy to implement electric vehicle charging stations at city facilities.

6. That the City of Waterloo will work with MidAmerican and other businesses, residents, and community stakeholders to engage in a collaborative effort to achieve emissions reductions and clean energy initiatives and advancements that responsibly, reliably, and affordably deliver a sustainable, net zero future to the City of Waterloo, its residents and businesses. This collaboration shall include, but not be limited to, efforts to encourage energy efficiency to reduce energy consumption and use. The City of Waterloo will deliver an annual update on the status of these efforts.

PASSED AND ADOPTED this 18th day of July 2022.

_____

Quentin Hart, Mayor

ATTEST:

_____

Kelley Felchle, City Clerk

SEAL:



CITY OF WATERLOO

Council Communication

An ordinance amending the City of Waterloo Traffic Code by deleting Subsection (71) Hammond Avenue of Section 543, Thru Streets, and inserting in lieu thereof a new Subsection (71) Hammond Avenue to Section 543 Thru Streets of the 2020 Traffic Code.

City Council Meeting: 7/18/2022
Prepared: 7/13/2022

ATTACHMENTS:

	Description	Type
	Draft Ordinance	Backup Material

SUBJECT:	Motion to receive, file and consider for the first time an ordinance amending the City of Waterloo Traffic Code by deleting Subsection (71) Hammond Avenue of Section 543, Thru Streets, and inserting in lieu thereof a new Subsection (71) Hammond Avenue to Section 543 Thru Streets of the 2020 Traffic Code - Hammond Avenue - south corporate limits to South Street, except for two-way stops at Orange Road, traffic signals at San Marnan Drive, and four-way stops at Ridgeway Avenue, Mitchell Avenue, Williston Avenue, and Shaulis Road. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third time and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	A traffic study was conducted and after reviewing the crash history of the intersection of Hammond Avenue and Shaulis Road it is recommended to change the intersection from two-way to a four-way stop.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY DELETING SUBSECTION (71), HAMMOND AVENUE OF SECTION 543, THRU STREETS, AND INSERTING IN LIEU THEREOF A NEW SUBSECTION (71) HAMMOND AVENUE, TO SECTION 543 THRU STREETS, OF THE 2020 TRAFFIC CODE, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (71) Hammond Avenue is hereby amended by deleting said subsection in its entirety, and inserting in lieu thereof, a new subsection (71) Hammond Avenue to Section 543, Thru Streets, of the 2020 Traffic Code, as follows:

(71) Hammond Avenue	South corporate limits to South Street, except For two-way stops at Orange Road, traffic signals at San Marnan Drive, and four-way stops at Ridgeway Avenue, Mitchell Avenue, Williston Avenue, and Shaulis Road.

PASSED AND ADOPTED by the City Council this _____ day of July, 2022, and approved by the Mayor this _____ day of July, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

An ordinance Amending the City of Waterloo Traffic Code by adding Subsection (23a) Hammond Avenue and Shaulis Road to Section 544, All-Way Stop Intersections

City Council Meeting: 7/18/2022
Prepared: 7/13/2022

ATTACHMENTS:

Description	Type
Draft Ordinance	Backup Material

SUBJECT:	Motion to receive, file and consider for the first time an ordinance amending the City of Waterloo Traffic Code by adding Subsection (23a) Hammond Avenue and Shaulis Road to Section 544, All-Way Stop Intersections. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third time and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	The previous ordinance removed the intersection of Hammond and Shaulis from a two-way stop and added in the four-way stop. This ordinance places the intersection into the section of four-way stops. This is being done after a traffic study was conducted to determine a safer intersection with a four-way stop.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY ADDING SUBSECTION (23a) HAMMOND AVENUE AND SHAULIS ROAD, TO SECTION 544, ALL-WAY STOP INTERSECTIONS, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (23a) Hammond Avenue and Shaulis Road is hereby added to Section 544, All-Way Stop Intersections, of the 2022 Traffic Code, as follows:

(23a) Hammond Avenue and Shaulis Road.

PASSED AND ADOPTED by the City Council this _____ day of July, 2022, and approved by the Mayor this _____ day of July, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Fire Rescue Department on the notice of the conclusion of employment for Patricia Brockway, Regional Training Center Coordinator, effective 06/30/2022 with recommendation of approval of payout of $13,966.15 for unused benefits.

City Council Meeting: 7/18/2022
Prepared: 7/5/2022

ATTACHMENTS:

	Description	Type
	BROCKWAY PAYOUT	Backup Material

SUBJECT: Communication from the Waterloo Fire Rescue Department on the notice of the conclusion of employment for Patricia Brockway, Regional Training Center Coordinator, effective 06/30/2022 with recommendation of approval of payout of $13,966.15 for unused benefits.

Submitted by: Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 6/30/2022
Effective Date: 6/30/2022
Employment Date: 10/13/1994

To: *City Council Members*
Re: *Notice of Severance*

Department *Waterloo Fire Rescue*
Job Title/Classification *Regional Training Center Coordinator*

This is to report that the employment of *Patricia Brockway*
with the City of Waterloo has been severed by reason of:

- ☐ Retired
  - Disability Related ☐ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☑ Other *position eliminated*

In accordance with City Policy, it is requested to allow payment which consists of the following:

	Benefits	Total Hours	(x) Hourly Rate		Total Payout
✓	Vacation-Accrued	100	$ 36.85		$ 3,685.00
✓	Vacation-Current	216	$ 36.85		$ 7,959.60
✓	Usable Sick Leave	24	$ 36.85	(x) 25%	$ 884.40
✓	Frozen Sick Leave		$ 36.85	(x) 60%	$ -
✓	Casual Hours	39	$ 36.85		$ 1,437.15
	Holiday		$ 36.85		$ -
	Unscheduled Leave		$ 36.85		$ -
	Comp Time		$ 36.85		$ -
				Total Payment	$ 13,966.15

Comments:

Approved by [signature] Date 6-30-22

Human Resources Nicole Hinckley Date 7-1-2022

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: 7/18/22 ☐ Accruals ☐ Status ☐ I-9

CITY OF WATERLOO

Council Communication

Communication from the Waterloo Fire Rescue Department on the notice of the conclusion of employment for Brian Huebner, 10 year Engineer, effective 06/30/2022 with recommendation of approval of payout of $28,244.26 for unused benefits.

City Council Meeting: 7/18/2022
Prepared:

ATTACHMENTS:

	Description	Type
	HUEBNER PAYOUT	Backup Material

SUBJECT:	Communication from the Waterloo Fire Rescue Department on the notice of the conclusion of employment for Brian Huebner, 10 year Engineer, effective 06/30/2022 with recommendation of approval of payout of $28,244.26 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 6/30/2022
Effective Date: 6/30/2022
Employment Date: 7/23/2001

To: *City Council Members*
Re: *Notice of Severance*

Department *Waterloo Fire Rescue*
Job Title/Classification *10 year Engineer*

This is to report that the employment of *Brian Huebner*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☐ No ☑ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

	Benefits	Total Hours	(x) Hourly Rate		Total Payout
✓	Vacation-Accrued	144	$ 27.82		$ 4,006.08
✓	Vacation-Current	535.5	$ 27.82		$ 14,897.61
✓	Usable Sick Leave	54	$ 27.82	(x) 75%	$ 1,502.28
	Frozen Sick Leave	0	$ 27.82	(x) 60%	$ -
✓	Casual Hours	120	$ 27.82		$ 3,338.40
✓	Holiday	144	$ 27.82		$ 4,006.08
	Unscheduled Leave	0	$ 27.82		$ -
✓	Comp Time	17.75	$ 27.82		$ 493.81
				Total Payment	$ 28,244.26

Comments: Vacation (2021) = 247.5 + (2022) = 288 + (Accrued 2023) = 144
Holiday (2021) = 96 + (2022) = 48
Casual (2021) = 108 + (2022) = 12

Approved by [signature] Date 6-30-22

Human Resources Nicole Fiocchi Date 7-1-22

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: 07/18/22 ☐ Accruals ☐ Status ☐ I-9