THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, March 7, 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

Mayor Quentin Hart

Agenda, as proposed or amended.

Minutes of February 21, 2022, Regular Session, as proposed.

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 setting date of public hearing as March 21, 2022, to approve the request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District, to allow for the expansion of their site at 2459 GT Drive, with an additional 116 foot by 80

foot truck maintenance facility, located north of 2550 GT Drive, and instruct the City Clerk to publish notice.

Submitted By: Noel Anderson, Community Planning and Development Director

3. Resolution setting date of public hearing as March 21, 2022, to authorize the sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to John Bosco, and instruct the City Clerk to publish notice.

   Submitted By: Noel Anderson, Community Planning and Development Director

4. Resolution setting date of public hearing as March 24, 2022 to approve the FYE 2023 budget, and instruct the City Clerk to publish notice.

   Submitted By: Michelle Weidner, Chief Financial Officer

5. Resolution approving preliminary plans, specifications, form of contract etc., setting date of bid opening as March 31, 2022 and date of public hearing as April 18, 2022, in conjunction with the FY 2023 Complaint Mowing with Complaint Snow Removal Contract, and instruct the City Clerk to publish notice.

   Submitted By: Martin M. Peterson, City Attorney

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

   a. **Todd Derifield, Parks Superintendent/City Forester**

      Class/Meeting: Iowa Park and Recreation Spring Conference 2022

      Destination: Dubuque, IA

      Dates: March 21-24, 2022

      Amount not to exceed: $635.00

   b. **Officers Wilson, Schaaf, Hoelscher, Girsch, Tindall and Nichols**

      Class/Meeting: State required Firearms Instructor Recertification

      Destination: Johnston, IA

      Dates: May 5, 2022

      Amount not to exceed: $1,490.00

   c. **Officers Nichols and Wilson**

      Class/Meeting: Rifle Instructor Certification Course

      Destination: Johnston, IA

      Dates: April 18-22, 2022

      Amount not to exceed: $2,315.00

   d. **Officer Weber**

      Class/Meeting: Drug Recognition Expert Certification

      Destination: Des Moines, IA

      Dates: March 21 - April 1, 2022

      Amount not to exceed: $390.00

   e. **Officers Montalvo, Gasca-Muniz and Cooper**

      Class/Meeting: Iowa Law Enforcement Basic Academy (Hawkeye Community College)

      Destination: Waterloo, IA

      Dates: March 21 - May 27, 2022

      Amount not to exceed: $16,200.00

2. **LIQUOR LICENSES**

a. **Amigo Mexican Restaurant, 1415 San Marnan Drive**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

b. **The Comfort Zone, 213 E. 5th Street**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 1/17/2023

c. **El Patron Family Mexican Restaurant, 301 E. 4th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

d. **Family Dollar #32879, 1608 University Avenue**
Class: B Wine / C Beer
New Application Includes Sunday
Expiration Date: 2/2/2023

e. **Jim's Food, 437 Sullivan Avenue**
Class: B Wine / C Beer / E Liquor
Renewal Application Includes Sunday
Expiration Date: 4/14/2023

f. **National Dairy Cattle Congress, 250 Ansborough Avenue**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 2/28/2023

g. **Snowden House, 306 Washington Street**
Class: Special Class C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 12/14/2022

3. **APPOINTMENTS**

a. **Sarah Topliff**
Board/Commission: International Property Maintenance Board
Expiration Date: March 15, 2025
Re-Appointment

b. **Carrie Chandler**
Board/Commission: International Property Maintenance Board
Expiration Date: March 15, 2025
Re-Appointment

c. **Anthony Miller**
Board/Commission: International Property Maintenance Board
Expiration Date: March 15, 2025

Re-Appointment

d. **Sherrie Jones**

Board/Commission: International Property Maintenance Board

Expiration Date: March 15, 2024

Re-Appointment

e. **Rodney Curran**

Board/Commission: Plumbing Board of Licensing, Examiners and Appeals

Expiration Date: May 28, 2025

Re-Appointment

4. Motion to approve Change Order No. 1 from KW Electric Inc., for a net increase of $53,011.75, in conjunction with the Downtown Traffic Fiber Optic Interconnect and Camera Project, Iowa DOT project number STBG-SWAP-8155(769)--SG-07, and authorizing the Mayor to execute said document.

   Submitted By: Mohammad Elahi, Traffic engineer

5. Motion to approve the purchase of a one (1) 2020 Ford Transit in the amount of $36,675.00 and one (1) 2021 Ford Ranger in the amount of $34,680.00 from Victory Ford of Dyersville, Iowa for Waste Management Services.

   Submitted By: Randy Bennett, Public Works Manager

6. Recommendation of appointment of Seth Long, from the current Civil Service List, to the position of Equipment Operator II in the Street Department, pending completion of physical and drug testing, effective March 21, 2022.

   Submitted By: Randy Bennett, Public Works Manager

7. Bonds.

PUBLIC HEARINGS

2. **General Obligation Bonds - ECP-UR 2 - The issuance of not to exceed $3,500,000.00 General Obligation Bonds for essential corporate urban renewal purposes.**

   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 instituting proceedings to take additional action for the issuance of not to exceed $3,500,000.00 General Obligation Bonds.

   Submitted By: Michelle Weidner, Chief Financial Officer

3. **Request by Top Notch Tile and Construction for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 4,800 square foot building as phase 1 and three future phases which total 19,200 square feet for future building expansions at property located Northeast of 2510 Leversee Road, on Warp Drive.**

   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 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 a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 4,800 square foot building as phase 1 and three future phases which total 19,200 square feet for future building expansions at property located Northeast of 2510 Leversee Road, on Warp Drive.

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

4. **Sale and conveyance of property located on the easterly end of Warp Drive, to Top Notch Tile and Construction, LLC, in the amount of $1.00, and approval of a Development and Minimum Assessment Agreement in the amount of $250,000.00, for the development of a 4,800 square foot building with additional phases.**

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 approving the sale and conveyance of city owned property located southeast of the intersection of Leversee Road and Lone Tree Road, in the amount of $1.00, to Top Notch Tile and Construction, LLC, and authorizing the Mayor and City Clerk to execute necessary documents.
Resolution approving a Development and Minimum Assessment Agreement, in the amount of $250,000.00 with Top Notch Tile and Construction, LLC, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

5. **FYE 2023 Budget Maximum Property Tax Levy Hearing**

FYE 2023 Budget Maximum Property Tax Levy Hearing
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 approving the Maximum Property Tax Askings as defined under Iowa Code Section 384.15A in the amount of $39,094,486, an increase in applicable collections of $3,367,705, or 9.43% for the budget year ending June 30, 2023.

Submitted By: Michelle Weidner, Chief Financial Officer

RESOLUTIONS

6. Resolution approving a Professional Services Agreement with HR Green, Inc., of Cedar Rapids, Iowa, in an amount not to exceed $21,922.00, in conjunction with the Waterloo Pavement Management Plan FY 2022-2029, and authorizing the Mayor to execute said document.

Submitted By: Jamie Knutson, PE, City Engineer

7. Resolution approving a Development Agreement with Hydrite Chemical Co., in conjunction with constuction of a new 13,200 square foot office building, with a Minimum Assessment Agreement adding $1,562,700.00 to the current assessed value of the property, and City and tax rebates of six years at fifty percent, and authorizing the Mayor and City Clerk execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

8. Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed $189,500, for engineering services in conjunction with the FY 2023 Sunnyside Creek Improvements Wet Detention Pond and Channel Stabilization Project, Contract No. 1062, and authorizing the Mayor to execute said document.

Submitted By: Wayne Castle, PLS, PE, Associate Engineer

9. Resolution approving the purchase of property located at 232 Ricker Street Waterloo, Iowa, for the sum of $23,000.00 from Abigail Land Holdings, LLC and 11T IA LLC, and authorize the Mayor to sign the purchase and sale agreement and all necessary documents.

   Submitted By: Rudy D. Jones, Community Development Director

10. Resolution approving a Supplemental Agreement for the City of Waterloo 2030 Vision and Strategic Plan, in the amount of $24,755, and authorizing the Mayor and City Clerk to execute said document.

    Submitted By: Wendy Bowman, Communications Director

11. Resolution approving award of contract to Vieth Construction Corporation, of Cedar Falls, Iowa, in the amount of $ 1,692,500.00, and approving the contract, bonds and certificate of insurance, in conjunction with the Five Sullivan Brothers Convention Center Plaza Renovation Project, and authorizing the Mayor and City Clerk to execute said documents.

    Submitted By: Noel Anderson, Community Planning and Development Director

12. Resolution approving a sales order with Rebechini Studios, Inc. in the amount of $45,000 to complete the final design for the Sullivan Brothers Family Memorial.

    Submitted By: Michelle Weidner, Chief Financial Officer

ORDINANCES

13. **An ordinance amending the City of Waterloo Code of Ordinances by repealing section 7, Exceptions, of Chapter 5B, Weeds, Title 7, Public Ways and Property.**

    Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 7, Exceptions, of Chapter 5B, Weeds, Title 7, Public Ways and Property and enacting in lieu thereof a new code section.
    Motion to suspend the rules.
    Motion to consider and pass for the second and third times and adopt the ordinance.

    Submitted By: Martin Petersen, City Attorney

14. **An ordinance amending the City of WaterlooTraffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy. 63), to Section 551, Parking Prohibited At All Times On Certain Streets.**

    Motion to receive, file, consider and pass for the second time an ordinance amending the City of Waterloo Traffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy. 63), to Section 551, Parking Prohibited At All Times On Certain Streets.
    Motion to suspend the rules.
    Motion to receive, file, consider and pass for the third time and adopt said ordinance.

    Submitted By: Sandie Greco, Traffic Operations Director

OTHER COUNCIL BUSINESS

15. **Resolution approving Private Property Native Planting Regulations.**

    Submitted By: Martin Petersen, City Attorney

EXECUTIVE SESSION

Motion to adjourn to Executive Session

16. Discussion of strategy in matters relating to employment conditions of employees not covered by a collective bargaining agreement, pursuant to Iowa Code Section 21.9.

Motion to adjourn Executive Session

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

3:45 p.m. Council Work Session, Harold E. Getty Council Chambers.

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

PUBLIC INFORMATION

1. Community Development January Board meeting and Public Hearing minutes 2022.

2. Historic Preservation Commission minutes of January 19, 2022.

CITY OF WATERLOO

Council Communication

Minutes of February 21, 2022, Regular Session, as proposed.

City Council Meeting: 3/7/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of February 21, 2022	Backup Material

Submitted by: Submitted By:

February 21, 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 Monday, February 21, 2022. Mayor Pro Tem Ray Feuss in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss.

Prayer or Moment of Silence.

Pledge of Allegiance: Jonathan Grieder, Ward 2 Council Member

106955 - Grieder/Amos

that the Agenda, as proposed, for the Regular Session on Monday, February 21, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

106956 - Grieder/Amos

that the Minutes, as proposed, for the Regular Session on Monday, February 7, 2022, and the Special Session of February 15, 2022, be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

PUBLIC COMMENTS

Forest Dillavou, 1725 Huntington Road, commented that he would like to address the Katoski Road reconstruction program. He commented that after the road was in, he noticed several city workers removing a section of the road and grinding on the cement. He explained that a semi could not complete the turn due to the way the road was constructed. He added that he has been working with some council members on this issue. It could cost $30,000 to $100,000 to repair this engineering oversight. He further commented that the stop signs that have been installed on Shaulis Road are used stop signs that cost the citizens $600 each. He encouraged the council to watch these expenses.

Todd Obadal, 124 Amity Drive, thanked Mr. Dillavou for speaking on his topics and that allowing citizens to speak on issues that matter to them leads to a healthy Waterloo. He explained that he had previously advocated for a return to weekly council meetings. He wants to also make sure that the podium is available to people that may have not registered to speak by 4:00 p.m. He noted that the first Monday in February on even years is caucus night and is important in the election process. He asked that city council meetings not be held on caucus night in the future. He commented on the number of special sessions being held, in particular, discussion of the reevaluation of the grocery store. He said the city should revert to having weekly meetings to avoid these issues. He stated that he did not see anything in the minutes regarding the grocery store and questioned the reason for the delay on the project and if it is because the development is not in accordance with state code.

Noel Anderson, Community Planning and Development Director, commented that there are no further actions required for the All-In Grocers project to proceed. The steel has been delivered to the site so they should be moving forward with the construction. The attorneys have reviewed the validity of the development agreement and it has been found that we are in compliance with state code.

Mr. Feuss commented on public comments and noted that Title 1 of the code will be reviewed. He offered an opportunity for anyone to speak for three minutes on any one topic not on the agenda.

Mr. Boesen shared that a postcard was mailed out about the broadband survey and the importance of participating. He explained that the public could participate via the city website if they do not have a smart phone to scan the QR Code. He questioned if the city has applied for the officer retention grant through the State of Iowa

Chief Fitzgerald confirmed and shared that officers are eligible for $1,000 retention bonus.

Mr. Boesen questioned the status of the RFID and Routeware.

Randy Bennett, Public Works Division Manager, explained there are a couple of areas that are 50 to 60 percent complete, but as far as reading every route and the trucks functioning, yes, that is working.

Mr. Boesen questioned if a citizen has an issue with collections, how should a citizen go about contesting the issue.

Randy Bennett explained how the technology works and that when a citizen calls with a concern, staff is able to provide a snapshot photo of the issue.

Mr. Boesen questioned if there are any maintenance issues with Routeware.

Randy Bennett commented on a few additional costs the city has incurred through the rollout process.

Mr. Boesen questioned if there has been an increase in expenses with maintenance or software issues.

Randy Bennett shared that Waterloo is not the first community to implement this technology and the company has been a good partner through the hiccups they have come across through implementation.

Mr. Feuss questioned if there is a way to notify the homeowner that their trash has not been collected.

Randy Bennett confirmed and explained the process.

Mr. Feuss questioned if there is a way to proactively notify the resident, through a text message for example, that their trash was not picked up.

Randy Bennett explained that the city is exploring options for proactive notification.

Mr. Chiles shared that Main Street Waterloo is hosting a golf tournament to benefit the downtown district. He further shared that he will hold a ward meeting this Saturday at noon at city hall.

Ms. Wilder shared that her ward meetings are taking place the last Sunday of each month at 5:00 p.m.

106957 - Amos/Nichols

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

CONSENT AGENDA

106958 - Feuss/Wilder

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 February 14, 2022, in the amount of $3,376,696.88 and February 21, 2022, in the amount of $1,191,834.28, 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. 2022-098.

2. Resolution approving the FY 2021 Edward Byrne Memorial Justice Assistance Grant, in the amount of $46,305.00, to be used in a joint effort by jurisdictions of the City of Waterloo, City of Cedar Falls, Black Hawk County Sheriff's Office and the Black Hawk County Attorney's Office, and authorizing the Mayor to execute said documents.

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

3. Resolution of support for the Veterans Way Project and approving an Otto Schoitz Foundation Grant Application, in the amount of $949,210.00, in conjunction with Veterans Way - Pocket Park Improvements Project, and authorizing the Communications Director to execute said document.

Resolution adopted and upon approval by Mayor assigned No. 2022-100.

4. Resolution approving request of Matt Frost for a waiver for a concrete driveway, located at 1200 Byron Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

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

5. Resolution setting date of public hearing as March 7, 2022, to approve the request by Top Notch Tile and Construction for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 4,800 square foot building as phase I and three future phases, totaling 19,200 square feet for future building expansions, located northeast of 2510 Leversee Road, on Warp Drive, and instruct the City Clerk to publish notice.

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

6. Resolution setting date of public hearing as March 7, 2022, to authorize the sale and conveyance of property located on the easterly end of Warp Drive, to Top Notch and Construction, LLC, in the amount of $1.00, and to approve a Development Agreement and Minimum Assessment Agreement in the amount of $250,000.00, for the development of a 4,800 square foot building with additional phases, and instruct the City Clerk to publish notice.

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

7. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 10, 2022 and date of public hearing as March 21, 2022, in conjunction with the FY 2022 Reconstruction Program, Contract No. 1057, and instruct the City Clerk to publish said notice.

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

8. Resolution approving the request of Grace Williams, for tax exemptions on the construction of a single duplex unit valued at $416,515 for property located at 102 Cathy Jean Court, and located in the City Limits Urban Revitalization Area (CLURA).

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

9. Resolution approving the request of Jennifer Kane, for tax exemptions on the construction of a new single family home valued at $500,000 for property located at 1107 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

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

10. Resolution approving the request by Maple Lanes for tax exemptions on a commercial building with improvements valued at $3,410,219 for property located at 2608 University Avenue, and located in the Consolidated Urban Revitalization Area (CURA).

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

11. Resolution approving the request of Patricia M. Holcomb, for tax exemptions on the construction of a new single duplex unit valued at $414,000 for property located at 128 Bergen Drive, and located in the City Urban Revitalization Area (CURA).

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

12. Resolution setting date of public hearing as March 7, 2022, on the proposed issuance of not to exceed $3,500,000.00 General Obligation Urban Renewal Bonds (ECP-UR-1).

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

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Benjamin Lowe, Firefighter	2022 Basic Fire Investigations Course	Johnston, IA	April 25, 2022 through May 06, 2022	$1,640.00
b. Melissa Ludwig, Police Sergeant	Iowa Association of Women Police Training Conference	Fort Dodge, IA	March 7- 8, 2022	$300.00
c. Tri County Drug Task Force Investigators	Iowa Narcotics Officers Association Conference 2022	Des Moines, IA	March 22-24, 2022	$3,562.00
d. Wayne Castle, PLS, PE, Associate Engineer	2022 Greater Iowa Asphalt Conference	Des Moines, IA	March 3-4, 2022	$565.00
e. Wayne Castle, PLS, PE, Associate Engineer	85th Annual SLSI Land Surveyors Conference	Ames, IA	March 10-11, 2022	$485.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Babe's Tap, 210 Division Street	C Liquor	Renewal	3/14/2023	
b. Buzz's Bar, 1016 Maynard Avenue	C Liquor w/Outdoor Service	Renewal	3/14/2023	x
c. Casey's General Store #2427, 3035 Logan Ave. *Ownership Update*	B Wine / B Native Wine / C Beer / E Liquor	New	6/14/2022	x
d. Casey's General Store #2866, 51 E. Tower Park Drive	B Wine / C Beer / E Liquor	Renewal	2/28/2023	x
e. Casey's General Store #3880, 1900 W. Ridgeway Ave.	B Wine / C Beer / E Liquor	Renewal	1/31/2023	x
f. Cedar Valley Arboretum & Botanic Gardens, 1927 E. Orange Rd. *6 Month*	B Native Wine w/Outdoor Service	New	11/1/2022	x
g. Club Ambassador, 313 W. 5th Street	C Liquor w/Outdoor Service	Renewal	12/15/2022	x
h. Club Legacy, 120 Sumner Street	C Liquor	Renewal	12/30/2022	x
i. Doughy Joey's, 300 W. 4th Street	C Liquor w/Outdoor Service	Renewal	2/7/2023	x
j. Elitte Cafe' Bar, 1108 Jefferson Street	C Liquor	Renewal	2/7/2023	x
k. El Señor Tequila Nightclub, 118 E. 11th Street	C Liquor	Renewal	2/18/2023	
l. Gates Park Golf Shop, 820 E. Donald Street	Gates Park Golf Shop, 820 E. Donald Street	Renewal	2/28/2023	x
m. Grout Museum, 503 South Street	Special Class C Liquor w/Outdoor Service	New	6/13/2022	x
n. HyVee #1 Clubroom, 2834 Ansborough Avenue *Ownership Update*	Special Class C Liquor	New	10/16/2022	x
o. HyVee Wine and Spirits #1, 2126 Kimball Avenue *Ownership Update*	B Wine / C Beer / E Liquor	New	11/14/2022	x

p.	HyVee Food Store #2, 2181 Logan Avenue *Ownership Update*	B Wine / C Beer / E Liquor	Renewal	3/23/2023	x
q.	HyVee Gas #2, 2221 Logan Avenue *Ownership Update*	C Beer	New	1/2/2023	x
r.	HyVee Market Cafe' #3, 1422 Flammang Drive *Ownership Update*	C Liquor with Catering	Renewal	3/15/2023	x
s.	HyVee #3, 1422 Flammang Drive *Ownership Update*	B Wine / C Beer / E Liquor	New	2/8/2023	x
t.	Hy-Vee Food & Drugstore #3, 1422 Flammang Drive	B Wine / C Beer / E Liquor	Renewal	2/8/2023	x
u.	HyVee Gas #3, 1512 Flammang Drive *Ownership Update*	C Beer	New	8/26/2022	x
v.	HyVee C-Store #4, 3700 University Avenue *Ownership Update*	B Wine / C Beer	New	10/31/2022	x
w.	Irv Warren Golf Shop, 1000 Fletcher Avenue	C Liquor w/Outdoor Service	Renewal	2/28/2023	x
x.	King Star, 2035 E. Mitchell Avenue	B Native Wine / C Beer	Renewal	1/19/2023	x
y.	Sam's Club #6514, 210 E. Tower Park Dr. * Ownership Update*	B Wine / C Beer / E Liquor	New	2/28/2023	x
z.	South Hills Golf Shop, 1830 E. Shaulis Road	C Liquor w/Outdoor Service	Renewal	2/28/2023	x
aa.	Uni Mart, 1615 Bishop Avenue	B Wine / C Beer / E Liquor	Renewal	2/28/2023	x

3. Mayor Hart's recommendation of the following appointments:

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Tom Christensen	Leisure Services	March 1, 2025	Re-Appointment
Jake Connor	Plumbing Board of Licensing, Examiners and Appeals	February 21, 2025	New
Dianne Phelps	Cultural and Arts Commission	March 1, 2025	Re-Appointment
Marilyn DeKoster	Cultural and Arts Commission	March 1, 2025	Re-Appointment
Sandie Greco	Cultural and Arts Commission	March 1, 2025	Re-Appointment
Reshonda Young	Cultural and Arts Commission	March 1, 2025	Re-Appointment

3. Motion to approve Change Order No. 1 from Langman Construction, Inc., of Rock Island, Illinois, for a net decrease of $380,516.00, in conjunction with the US Highway 63 Sanitary Sewer Upgrades, Phase 1, and authorizing the Mayor to execute said documents.

3. Motion to approve Exception to Burning Yard Waste application by Waterloo Leisure Services to burn approximately three acres of prairie in the Katoski Greenbelt, north of the shelter on Ridgeway Avenue, between March 28 and April 15, 2022, weather permitting.

3. Motion to approve Exception to Burning Yard Waste application by Cedar Valley Youth Soccer Association to burn approximately twelve acres of prairie area between March 25 and May 10, 2022.

3. Motion to approve Exception to Burning Yard Waste application by Kirk Gross Company/Benjamin Buckley to burn approximately eight acres of prairie area located next to 4646 W. 4th Street, weather permitting.

Roll call vote-Ayes: Seven. Motion carried.

PUBLIC HEARINGS

106959 - Grieder/Amos

that proof of publication of notice of public hearing on Request by JSA Development to nominate 425 Franklin Street as a Locally Designated Landmark, as published in the Waterloo Courier on February 11, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

This being the time and place of public hearing, the Mayor Pro Tem called for written and oral comments.

David Deeds, JSA Development, provided an overview of the project.

106960 - Grieder/Amos

that the hearing be closed and oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission and the Historic Preservation Commission, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

106961 - Grieder/Amos

that "an ordinance to designate 425 Franklin Street as a Locally Designated Landmark", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

106962 - 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.

106963 - Grieder/Amos

that "an ordinance to designate 425 Franklin Street as a Locally Designated Landmark", 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 Pro Tem assigned No. 5631.

106964 - Amos/Grieder

that proof of publication of notice of public hearing on Sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to James Khupho, as published in the Waterloo Courier on February 11, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

106965 - Amos/Grieder

that the hearing be closed. Voice vote-Ayes: Seven. Motion carried.

106966 - Amos/Grieder

that "Resolution authorizing the sale and conveyance of city owned property located at 235 Newell Street, in the amount of $175,000.00, to James Khupho, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Amos questioned if this is the third house in the Newell Street development.

Mr. Feuss confirmed.

Resolution adopted and upon approval by Mayor Pro Tem assigned No. 2022-110.

106967 - Nichols/Amos

that proof of publication of notice of public hearing on request by Panther Builders, LLC for a Site Plan Amendment to the "R-1,R-P" Planned Residence District and "C-P: Planned Commercial District for the construction of thirty-two (32) single-family homes, located West of 420 Harwood Avenue (former Edison School site), as published in the Waterloo Courier on February 11, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

This being the time and place of public hearing, the Mayor Pro Tem called for written and oral comments.

Steve Harvey, 610 Englewood Avenue, expressed support for the project. He believes that the homes will be a great addition to the neighborhood, will blend in, and be positive impact to the community.

Tina King, 839 Knoll Avenue, also supports the project.

Lisa Skubal, Grow Cedar Valley, commented on the economic value of this development.

Forest Dillavou, 1725 Huntington Road, shared that he believes that this will be a good development. He questioned the location of the Park.

Nick Brewer, Engineer, Panther Builders, confirmed that the park will extend from the alley way all the way to the street.

Paul Huting, Leisure Services Director, explained that this should be the final layout of the park, which is just over 2 acres. They are working with Community Development and other sources for funding to make this park become a reality.

Jay Hileman, 641 Evergreen, commented that he is in agreement with the project but does have some concerns. He questioned why the planned lots are so small. He commented that 40-foot wide lots are the smallest in the neighborhood. He noted that the residents on Kirkwood use the alleyway to access their properties and this could cause an issue for them.

Janet Collins, 538 Magnolia Parkway, commented that her biggest concern is the width of the lots. She would love to expand her home to accommodate her growing family, but cannot because she lacks the space. The homes are too close and you can hear everything going on in the house next-door. She loves the area and would like to see people to stay, not move away after they begin having children and need to move to a larger property.

Rachel Neil, 1056 Evergreen Avenue, commented that she is the Edison Neighborhood Association President and shared the neighborhoods excitement for this development. The neighborhood has been sitting at a stall point since the Edison school came down and left the neighborhood feel like there is just a hole there. These homes will be an excellent addition and will revive the neighborhood.

Kevin Fittro, Panther Builders, explained that they have worked with Engineering to ensure the streets will perform from a storm water standpoint. He commented that they are excited to be partnering with the City of Waterloo to bring something like this to the community.

Kelley Felchle, City Clerk, read an email from Ben Neil, 1056 Evergreen Avenue, expressing his complete support of the project as he believes this is exactly what the neighborhood wants. Ms. Felchle also read an email from Amy Heichel, 625 Magnolia Parkway, who has lived in the neighborhood since 2010 and supports the development of single-family homes in this neighborhood.

Todd Obadal, 124 Amity Drive, commented that he also supports the project. He asked that the rules not be suspended on the readings of the ordinance so that the voice of the people can be heard.

He further commented on his concerns about drainage and run-off and how that will affect the existing homes in the neighborhood, as well as the new homes.

Paul Huting, Leisure Services Director, commented that the Leisure Services Commission is in support of the project.

106968 - Nichols/Amos

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

106969 - Nichols/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 the "R-1,R-P" Planned Residence District and "C-P" Planned Commercial District for the construction of thirty-two (32) single-family homes, located West of 420 Harwood Avenue (former Edison School site)", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

Mr. Nichols requested an overview of the changes that have been made to sewer and gutter.

Jamie Knutson, City Engineer, provided an overview of the required changes and noted that the developer would be providing detailed plans for staff review.

Mr. Boesen shared that in January he was not in support of this development and listed his reasons. He stated that based on the assurances that these concerns will be addressed, he is in full support of this project and rezoning. He questioned the timeframe on how long the alley will be torn up so that the people that live on that street will have an idea how long they won't have access to their driveways or garages. He also thanked Kevin Fittro and Panther Builders for listening to these concerns and willingness to address these issues to move this project forward.

Kevin Fittro, Panther Builders, explained that the sewer/water development process would be done prior to tearing up the street, so the estimated time to tear out and repave would be 2-3 weeks.

Mr. Boesen clarified that the work would be done east of the alley so it will not affect the people during the infrastructure and they will only have minimal disruption.

Kevin Fittro confirmed.

Mr. Amos questioned the timeliness on moving forward with the project.

Kevin Fittro shared that their goal is to begin developing early in the spring, but they are willing to defer to council's decision to suspend.

Mr. Grieder commented that he is in support of the development agreement. He stated that this proposal fits well with the neighborhood. He added that smaller lots will fit with the needs of millennial homebuyers and will be a benefit of the city as well.

Mr. Feuss shared that he understands the need to bring community and opportunity to neighborhoods and that the council can say that the concerns of people were heard and addressed. He added that families are smaller today and will meet the needs of people wanting to buy homes in Waterloo.

Ms. Wilder commented that when the development first came about, she reached out to various residents for their input and she was initially concerned the development would not be right for the neighborhood. However, with the recent outpouring of support for this and appreciation for Panther Builders willingness to work to meet the concerns, she is in support of this project and believes it is what the neighbors do want.

106970 - Nichols/Amos

that rules requiring ordinances to be considered and voted for passage at two prior meetings be suspended. Roll call vote-Ayes: Six. Nays: One (Amos). Motion carried.

106971 - Nichols/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 the "R-1,R-P" Planned Residence District and "C-P" Planned Commercial District for the construction of thirty-two (32) single-family homes, located West of 420 Harwood Avenue (former Edison School site)", 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. 5632.

106972 - Grieder/Amos

that proof of publication of notice of public hearing on Demolition Services with Regulated Asbestos-Containing Materials (RACM), Contract No. RD-2022-02-01P, located at 408 Courtland Street, as published in the Waterloo Courier on February 11, 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.

106973 - Grieder/Amos

that the hearing be closed. Voice vote-Ayes: Seven. Motion carried.

106974 - Grieder/Amos

that "Resolution approving plans, specifications, forms of contract, etc., and authorizing to proceed", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-111.

106975 - Grieder/Amos

Motion to receive and file and instruct City Clerk to read bids.

Estimate: $30,000.00

Bidder	Bid Security	Total Bid Amount
DW Zinser Co. Walford, IA	5%	$69,400.00
Lansing Bros. Construction Co., Inc. Luxemburg, IA	5%	$37,600.00
Schrader Excavating & Grading Co. Walford, IA	5%	$87,315.00

Voice vote-Ayes: Seven. Motion carried.

106976 - Grieder/Amos

that "Resolution awarding bid to Lansing Brothers Construction Co., Inc., of Luxemburg, Iowa, in the amount of $32,400.00, in conjunction with demolition services with regulated asbestos-containing materials (RACM), Contract No. RD-2022-02-01P, located at 408 Courtland Street, approving the contract, bond, and certificate of insurance, and authorizing the mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-112.

106977 - Nichols/Grieder

that proof of publication of notice of public hearing on Asbestos Abatement Services Contract No. AB-2022-02-04P, for properties located at 300 Allen Street, 307 Sumner Street, and 615 Glenwood Street, as published in the Waterloo Courier on February 11, 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.

106978 - Nichols/Amos

that the hearing be closed. Voice vote-Ayes: Seven. Motion carried.

106979 - Nichols/Amos

that "Resolution approving plans, specifications, forms of contract, etc., and authorizing to proceed", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-113.

106980 - Feuss/Grieder

Motion to receive and file and instruct City Clerk to read bids.

Estimate: $15,000.00

Bidder	Bid Security	Bid Amount	Revised Bid Per Addendum
Site Services Algona, IA	5%	$14,675.00	$13,725.00
All Star Environmental	5% (check)	$8,820.00	$3,715.00
Abatement Specialties, LLC Cedar Rapids, IA	5%	$6,961.00	$6,961.00
REW Services Corp Des Moines, IA	5%	$10,808.00	$4,629.00
August Ent, LLC Jefferson, IA	5% (check)	$4,100.00	$4,100.00
Active Thermal Concepts Hiawatha, IA	5%	$16,699.00	$16,699.00
Advanced Environmental Waterloo, IA	5%	$4,650.00	$4,650.00

Voice vote-Ayes: Seven. Motion carried.

106981 - Nichols/Amos

that "Resolution awarding bid to All Star Environmental of Dubuque, Iowa, in the amount of $3,715.00, in conjunction with Asbestos Abatement Services, Contract No. AB-2022-02-04P, for properties located at 300 Allen Street, 307 Sumner Street, and 615 Glenwood Street, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-114.

106982 - Amos/Wilder

that proof of publication of notice of public hearing on sale and conveyance of eight (8) City owned lots located northeast of 808 W. 2nd Street, Northeast of 624 W. Park Avenue, formerly 409 and 413 Wellington Street, 300 Allen Street and 921 W. 2nd Street, for the construction of three (3) new homes and the rehabilitation of two (2) homes, in the amount of $1.00, including a Development Agreement,

to Iowa Heartland Habitat for Humanity , as published in the Waterloo Courier on February 22, 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.

David Dryer, 3145 W. 4th Street, questioned if these properties were available for anyone to purchase and questioned the funding arrangements made with Habitat for Humanity.

Noel Anderson, Community Planning and Development Director, explained how the in-fill property program works.

106983 - Amos/Wilder

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

106984 - Amos/Wilder

that "Resolution authorizing the sale and conveyance of city owned property located northeast of 808 W. 2nd Street, Northeast of 624 W. Park Avenue, formerly 409 and 413 Wellington Street, 300 Allen Street and 921 W. 2nd Street, in the amount of $1.00 to Iowa Heartland Habitat for Humanity, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Nichols questioned how an individual would begin the process if they were interested in developing an in-fill property.

Noel Anderson, Community Planning and Development Director, explained there is a list of city-owned properties on our website and if someone was interested in any of the properties, they could contact the planning department and ask for himself, Adrienne Miller or Tim Andera.

Mr. Boesen commented that he would like to see an interactive map on our website with city-owned properties that includes a photograph of each property and a drop down menu with all of the point of contact information for city staff, utilities and hopefully for the county also to determine if there are any assessments for that property.

Mr. Feuss suggested emailing the Mayor and Noel Anderson on the details of this request.

Resolution adopted and upon approval by Mayor assigned No. 2022-115.

106985 - Amos/Wilder

that "Resolution approving a Development Agreement with Iowa Heartland Habitat for Humanity for the construction of three new homes and rehabilitation of two homes, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-116.

RESOLUTIONS

106986 - Grieder/Chiles

that "Resolution resetting date of the budget maximum levy public hearing as March 7, 2022 at 5:30 p.m. to approve the maximum levies as required by state, instruct the City Clerk to publish said notice, and rescinding Resolution No. 2022-097", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-117.

106987 - Grieder/Chiles

that "Resolution approving Black Hawk County Gaming Association Grant Application in the amount of $6.5 million for transforming Gates and Byrnes Parks", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Grieder questioned if the public can be assured that these two project will be done together so one side of the city is not stuck waiting for theirs to be completed. He also requested that council be updated as soon as the transportation plan for the parks is available.

Paul Huting, Leisure Services Director, commented that the projects will be married together, but it is unlikely they would be completed at the same time. He stated that potentially the project will begin a year from this coming spring.

Ms. Wilder questioned the cost to youth for the transportation plan.

Paul Huting explained that a cost has not been determined to users yet.

Resolution adopted and upon approval by Mayor assigned No. 2022-118.

106988 - Grieder/Chiles

that "Resolution adopting the Gates Park Master Plan as recommended by the Leisure Services Commission", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-119.

106989 - Grieder/Chiles

that "Resolution adopting the Waterloo Aquatics Master Plan as recommended by the Leisure Services Commission", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Ms. Wilder requested an update on the drowning prevention course.

Paul Huting, Leisure Services Director, provided an overview of the drowning prevention program.

Ms. Wilder questioned if it could be opened up to beyond 6th grade.

Paul Huting explained that the schools are a funding partner but they can certainly have a conversation with them on expanding the program.

Resolution adopted and upon approval by Mayor assigned No. 2022-120.

106990 - Amos/Chiles

that "Resolution approving the Iowa Certified Local Government 2021 Annual Report, and authorizing the Mayor and Planning Staff to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Edward Ottesen, 1941 W. 6th Street, Waterloo Historic Preservation Commission Chairman, spoke briefly on the goals and successes of the commission. He spoke on the need to address the preservation of certain properties, and the commission's desire to work together with council to make substantial progress in historic preservation over the coming years as part of economic development.

Mr. Amos committed that historic preservation is something we need to seriously take a look at, and questioned how does council see to it that funds are directed to the needs of buildings such as the Rath Administration Building.

Resolution adopted and upon approval by Mayor assigned No. 2022-121.

106991 - Amos/Chiles

that "Resolution approving a Development Agreement with Iowa Heartland Habitat for Humanity, for the construction of eighteen (18) new homes, including $90,000.00 infill incentive upon completion,

and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen clarified that the funding for this project is bond money, which adds to our CIP. These projects continue to compound. He supports this resolution, but would like to see a work session on in-fill development incentives.

Resolution adopted and upon approval by Mayor assigned No. 2022-122.

106992 - Amos/Chiles

that "Resolution approving a Temporary Construction Easement Agreement with River Plaza, LLC, in the amount of $861.68, in conjunction with the reconstruction of the Park Avenue Bridge, located at 10 West 4th Street and, authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-123.

106993 - Grieder/Chiles

that "Resolution approving an Amendment to the Development Agreement with Iowa Heartland Habitat for Humanity, originally executed on March 5, 2018, to include $20,000.00 of Infill Policy incentives for four (4) new homes constructed in the Walnut Neighborhood, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-124.

106994 - Grieder/Chiles

that "Resolution approving an Amendment to the Development and Minimum Assessment Agreement with VI 2, LLC, originally executed August 5, 2019, to extend the construction timeline for construction of a new 3,000 square foot commercial building, located at the northwest corner of San Marnan Drive and Kimball Avenue, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned the timeline for getting the building up on this lot, because this is out of compliance for the original development agreement.

Noel Anderson, Community Planning and Development Director, explained that the pandemic interrupted the initial plans for this project and the developer is asking for a new timeline. The anticipated construction completion date is March 31, 2023.

Resolution adopted and upon approval by Mayor assigned No. 2022-125.

106995 - Grieder/Chiles

that "Resolution approving a Development Agreement with Hoss Builders, LLC, for the construction of an infill lot on Sheridan Road, located north of 329 Sheridan Road, including $5,000 in incentive payment upon completion of new home, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-126.

Video of swearing in of Police Officer, Kyle Janikowski.

ADJOURNMENT

106996 - Grieder/Chiles

that the Council adjourn at 7:15 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as March 21, 2022, to approve the request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District, to allow for the expansion of their site at 2459 GT Drive, with an additional 116 foot by 80 foot truck maintenance facility, located north of 2550 GT Drive, and instruct the City Clerk to publish notice.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:	Resolution setting date of public hearing as March 21, 2022, to approve the request by Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District, to allow for the expansion of their site at 2459 GT Drive, with an additional 116 foot by 80 foot truck maintenance facility, located north of 2550 GT Drive, 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 to construct a new 9,280 square foot truck maintenance facility on land at east end of their current site, a ~1.8 acre site generally located at the northwest corner of GT Drive and Northeast Drive. The area in question has been zoned "M-2,P" Planned Industrial District since March 13, 1995, when the land was rezoned from "A-1" Agricultural District. Surrounding land uses and their zoning designations are as follows: North – industrial buildings (QCI) and lots, zoned "M-2,P" Planned Industrial District. South – industrial buildings (ABC, ConTrol), zoned "M-2,P" Planned Industrial District. East – industrial buildings (Ryder, Deere), zoned "M-2,P" Planned Industrial District. West – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District The proposed building is 116' by 80'. It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4' a concrete stem wall. The building will sit over 80' back from Northeast Drive, and approximately

	30’ back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for trucking turning, storage, and parking. The rear yard is also over 160’ in setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site. The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction. Therefore, staff recommends that the request for site plan amendment in the “M-2,P” Planned Industrial District, be approved for the following reasons: 1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area. 2. The request would not appear to have a negative impact on traffic conditions in the area. 3. The request would not appear to have a negative impact upon the surrounding area.
Neighborhood Impact:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
Data/Analysis and Strategies:	Economic Development and Land Use.
Community Engagement Methods:	The Planning, Programming, and Zoning Commission will hold a public meeting on March 8, 2022. Notice letters were sent out to all property owners on record within 250-feet of the proposed project.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That part of Lot 8, Northeast Industrial Park, Plat No. 1, Waterloo, Black Hawk County, Iowa, laying north of the north line of GT Drive as described in Miscellaneous Book 337 Page 508, in the Black Hawk County Recorder’s Office.

REQUEST:	Request by Gray Transportation for a site plan amendment to the “M-2,P” Planned Industrial District to allow for the expansion of their site at 2459 GT Drive with an additional 116’ by 80’ truck maintenance facility.
APPLICANT(S):	Gray Transportation, 2459 GT Drive, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to construct a new 9,280 square foot truck maintenance facility on land at the east end of their current site, a ~1.8 acre site generally located at the northwest corner of GT Drive and Northeast Drive.



SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to construct the truck maintenance facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.
VEHICULAR & PEDESTRIAN	The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic

TRAFFIC CONDITIONS:	conditions in the area. The site is served by Northeast Drive, which is a Collector and GT Drive which is a local street.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no trails or sidewalks in the immediate project area. None are recommended for the site development.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “M-2,P” Planned Industrial District since March 13, 1995, when the land was rezoned from “A-1” Agricultural District. Surrounding land uses and their zoning designations are as follows: **North** – industrial buildings (QCI) and lots, zoned “M-2,P” Planned Industrial District. **South** – industrial buildings (ABC, ConTrol), zoned “M-2,P” Planned Industrial District. **East** – industrial buildings (Ryder, Deere), zoned “M-2,P” Planned Industrial District. **West** – industrial buildings (Gray), zoned "M-2,P" Planned Industrial District
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required. The applicant will need to submit and execute a landscaping plan for the site during the building permit approval process.
DRAINAGE:	It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in the area if proper storm water detention techniques are put in place.
DEVELOPMENT HISTORY:	The surrounding area has been designed and developed as an industrial park. Gray Transportation was built in 2002 as one of the first tenants in the park.
FLOODPLAIN:	No portion of the property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0193F, dated July 18, 2011. However, the flood plain is not in the proposed location of the building.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools in close proximity to the site. There are no parks in the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	All utilities are in close proximity to the site in Northeast Drive and GT Drive.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

STAFF ANALYSIS – ZONING ORDINANCE:

The applicant is requesting to construct an up to 9,280 square foot building with truck turnaround, storage, and parking areas. The development would work as an expansion of the Gray Transportation site to the west.

The area in question is zoned “M-2,P” Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building locations. It is also intended that such industrial parks be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effect upon adjacent properties in other zoning districts.

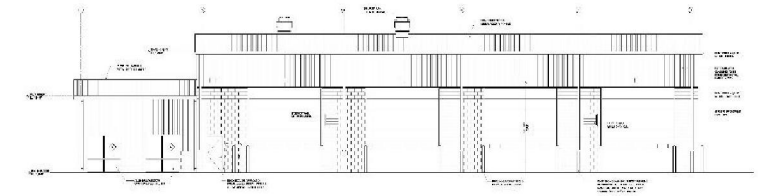
The proposed building is 116’ by 80’ (9,280 square foot). It shows office areas, restrooms, break room, locker rooms, and mechanical rooms for the operation of the truck maintenance facility. The east elevation shows 3 large and one smaller overhead doors, while the west elevation has 4 large overhead doors. The exterior of the building is a mix of metal clad siding and ground face finish concrete block, with the first 4’ a concrete stem wall.

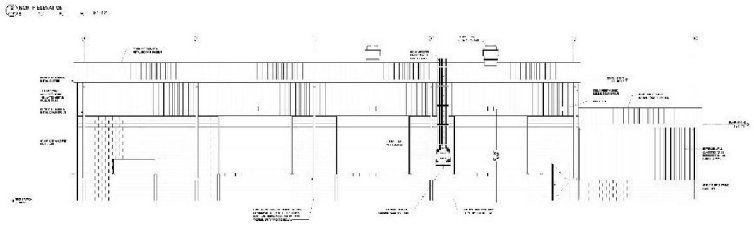
The building will sit over 80’ back from Northeast Drive, and approximately 30’ back from GT Drive. There are parking stalls for staff and customer parking along the southern and eastern sides of the building, with other areas for truck turning, storage, and parking. The rear yard is also over a 160’ setback. The site plan shows two curb cuts onto Northeast Drive for entrance and exiting of the site.

The proposed development is expanding a partnership with Ryder and Gray Transportation for expansion in this area. The lot is City-owned and will be conveyed by a Development Agreement as a part of the process for construction.

The request came before the Planning Commission on December 28th, 2021 but due to issues with the notice letter it was felt that bringing the request back through the commission was appropriate.



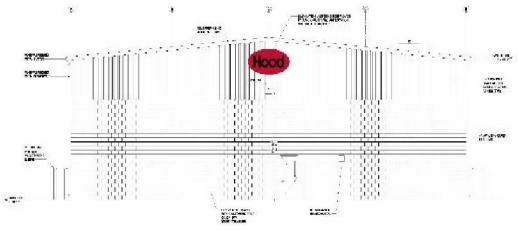


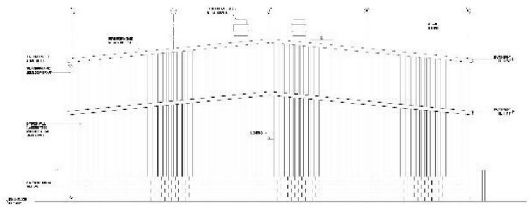


Exterior Elevations

Ryder Shop @ Hood 285 Main Street, Agawam, MA 01001

BENNETT+BENNER PARTNERS

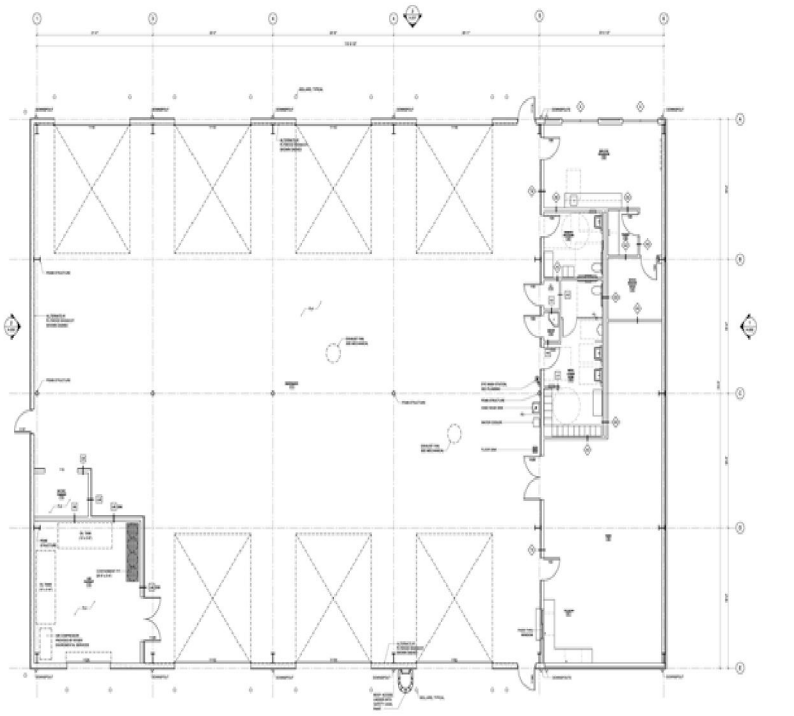




Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT•BENNER PARTNERS



Floor Plan

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

23 April 2021 1

BENNETT•BENNER PARTNERS



Picture 1: Looking at south side of existing building.



Picture 2: North side of existing building.



Picture 3: Truck parking west of where the new building will be constructed.



Picture 4: Looking at existing parking lot where building will be constructed.



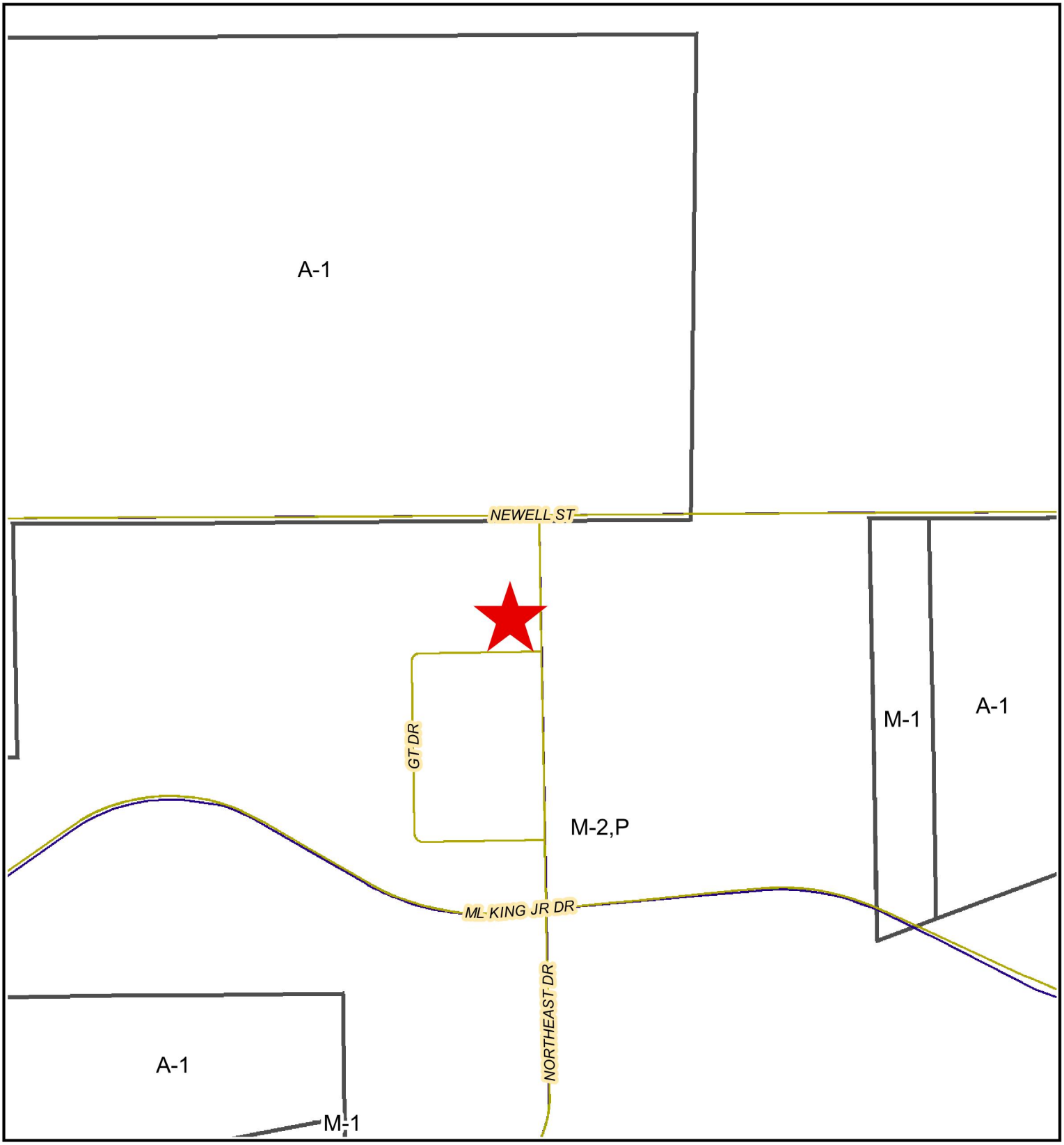
Picture 5: Looking east along GT Drive toward Northeast Drive.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	There is no additional platting needed for the request, as the area for the project has been previously platted.
TECHNICAL REVIEW COMMITTEE	TBD
STAFF RECOMMENDATION:	Therefore, staff recommends that the request Gray Transportation for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the expansion of their site at 2459 GT Drive with an additional 116' by 80' truck maintenance facility, be approved for the following reasons:

1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would not appear to have a negative impact upon the surrounding area.

And with the following conditions(s):

1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, setbacks, etc.

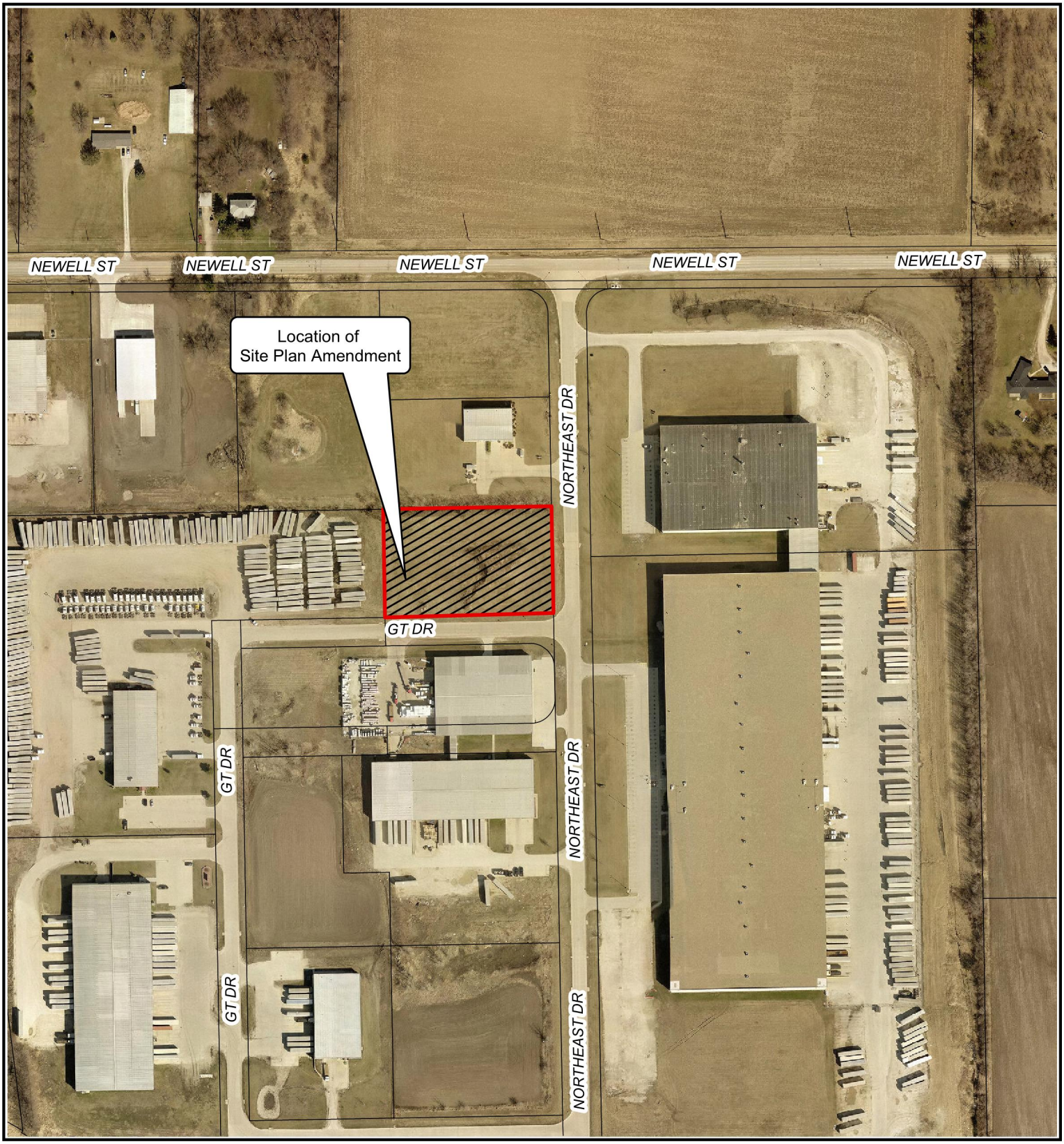


N
W E
S

Waterloo Iowa

North of 2550 GT Drive
Site Plan Amendment
Darrin Gray

City of Waterloo Planning, Programming and Zoning Commission
February 8, 2022



North of 2550 GT Drive
Site Plan Amendment
Darrin Gray

LEGEND		
Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE

NORTH

0 20' 40'

218144

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

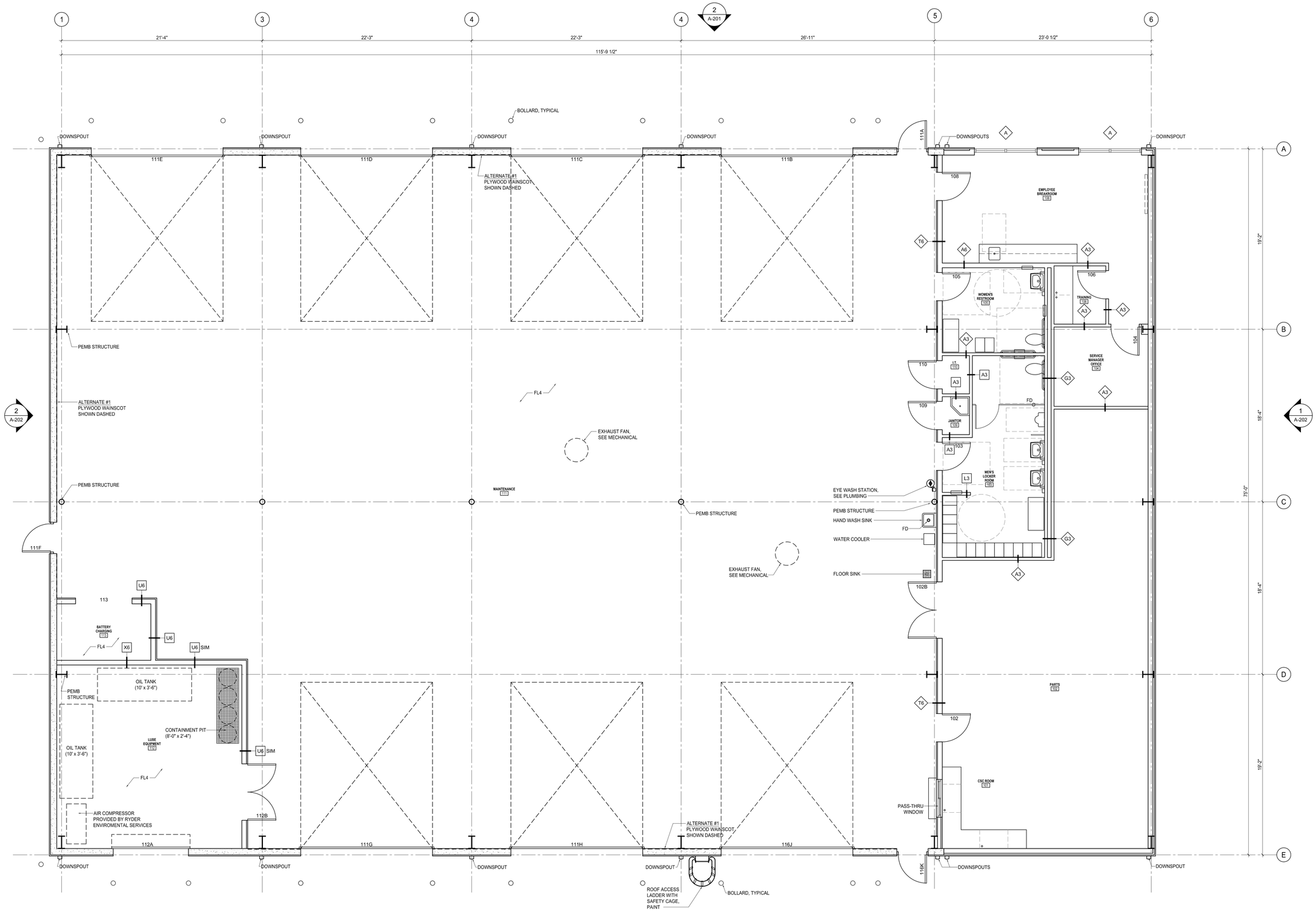
GRAY TRANSPORTATION BUILDING
2459 GT DRIVE
WATERLOO, IOWA

CIVIL SITE PLAN

5 OF 7

Scale	1"=20'
Drawn	SJC
Reviewed	PTA
Date	2021.12.17
Revisions	

218144



These documents may not be used for regulatory approval, permit or construction.

23 April 2021 1

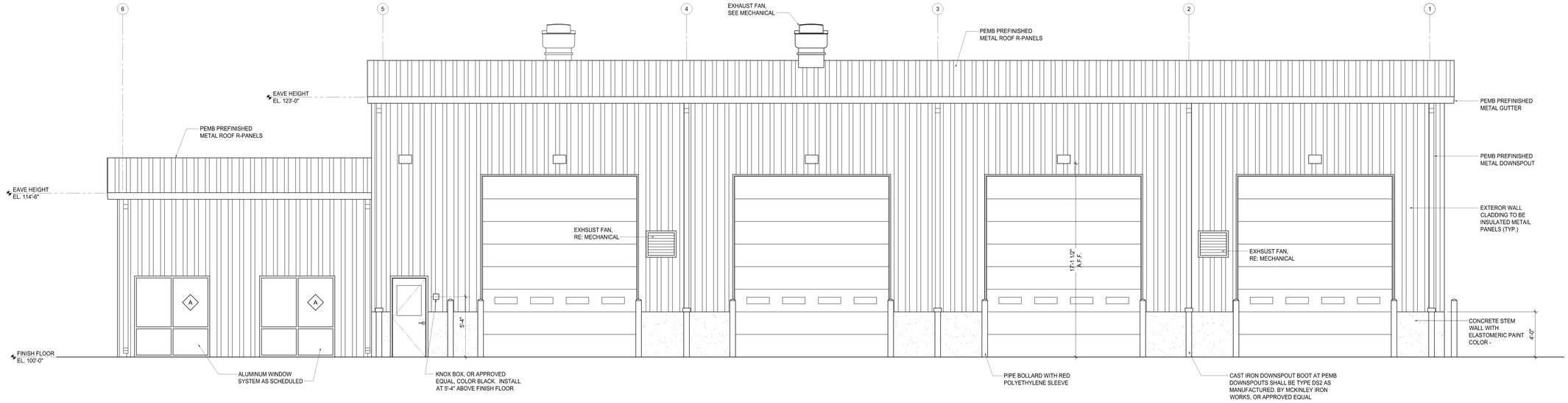
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0 4'-0" 8'-0"

Floor Plan

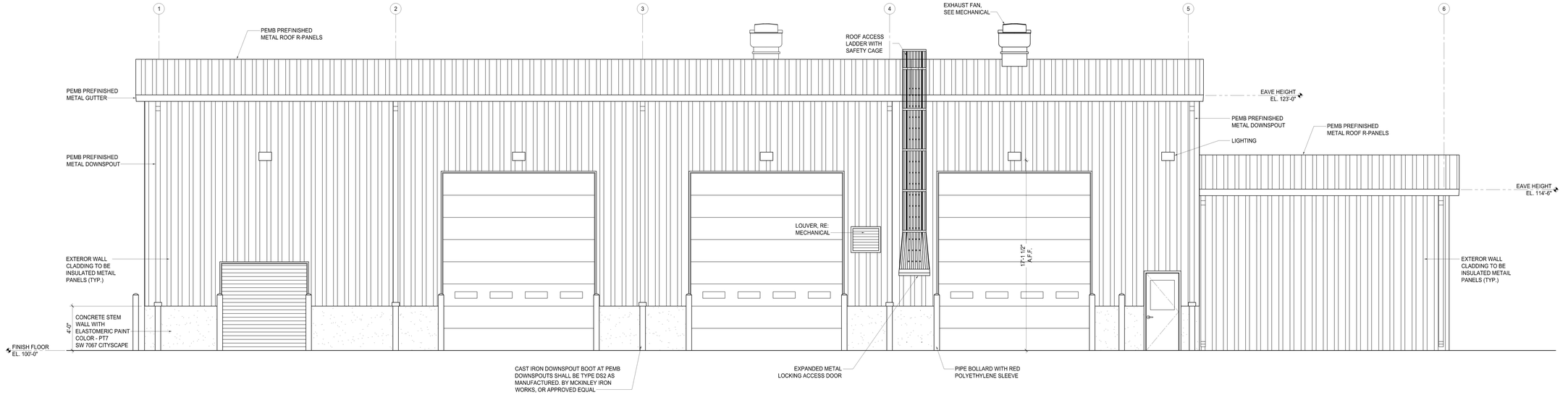
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-201 NORTH ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 A-201 SOUTH ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

These documents may not be used for regulatory approval, permit or construction.

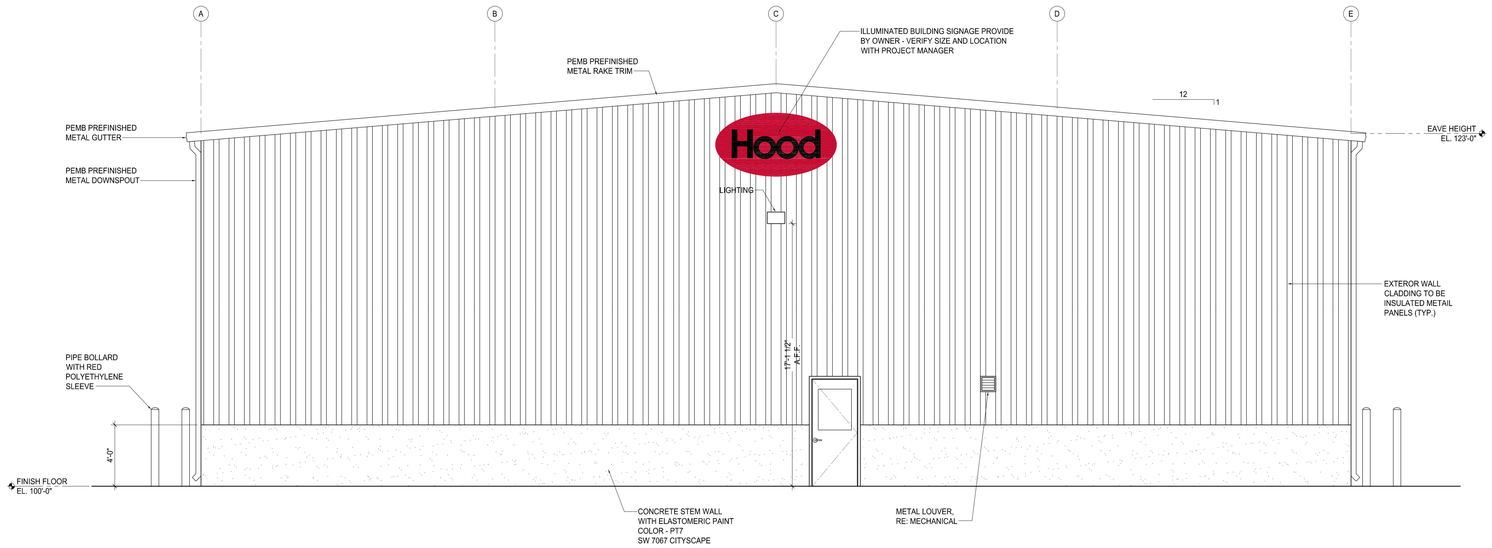
23 April 2021 2

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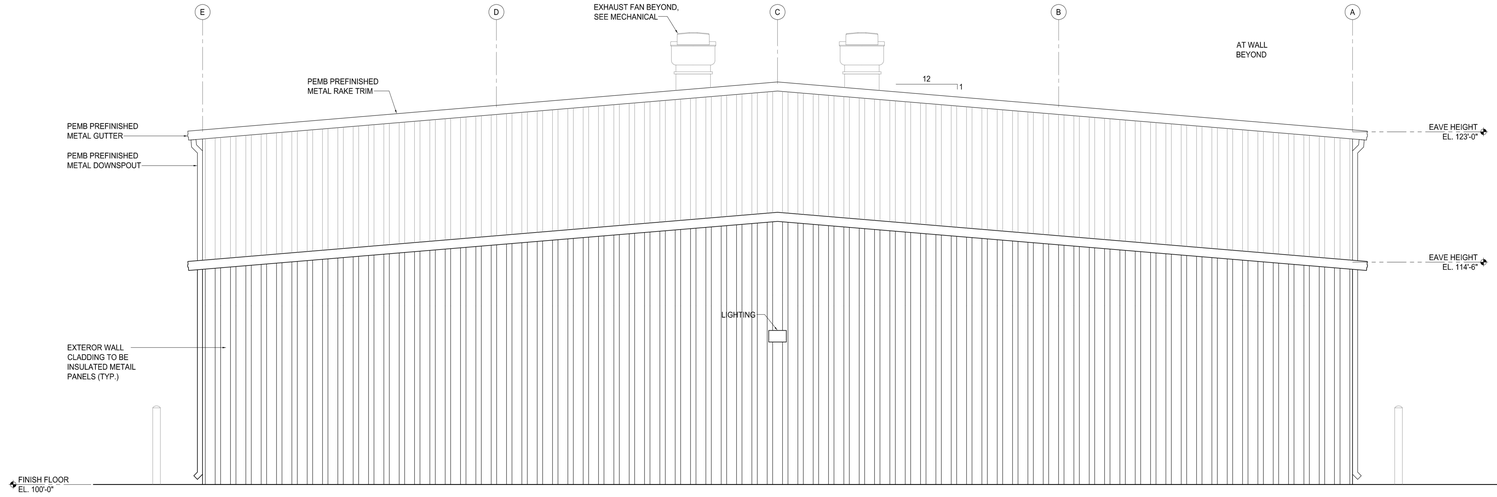
Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 WEST ELEVATION
A-202
0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 EAST ELEVATION
A-202
0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

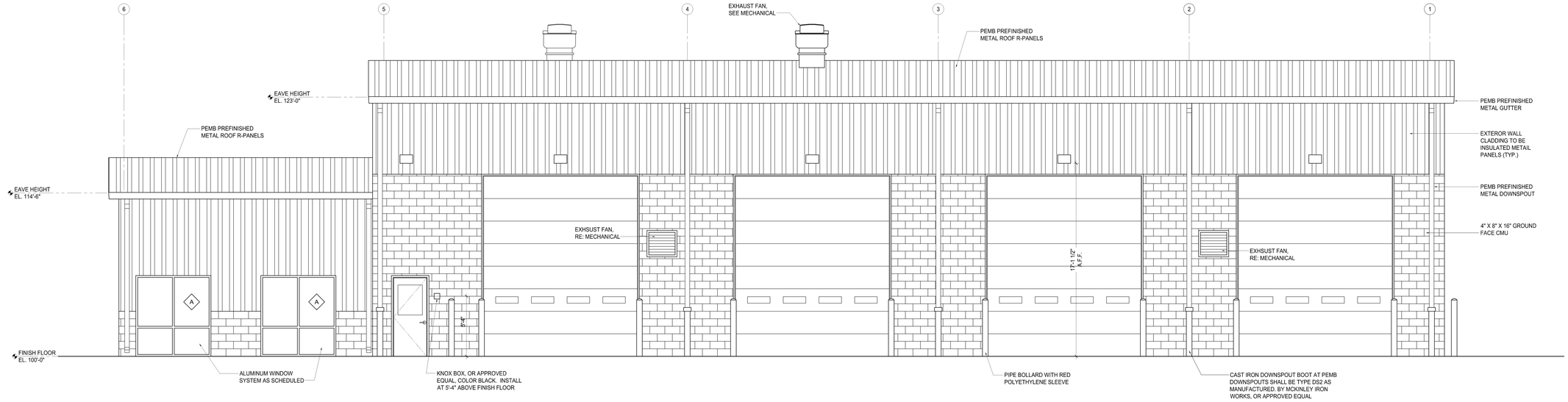
These documents may not be used for regulatory approval, permit or construction.

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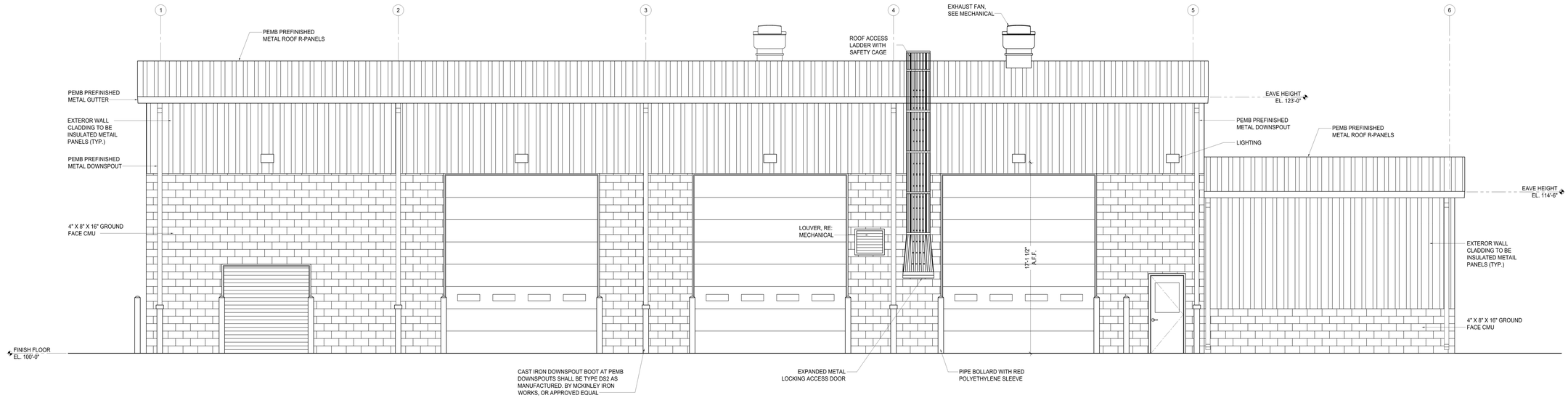
Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 NORTH ELEVATION
A-201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 SOUTH ELEVATION
A-201 0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

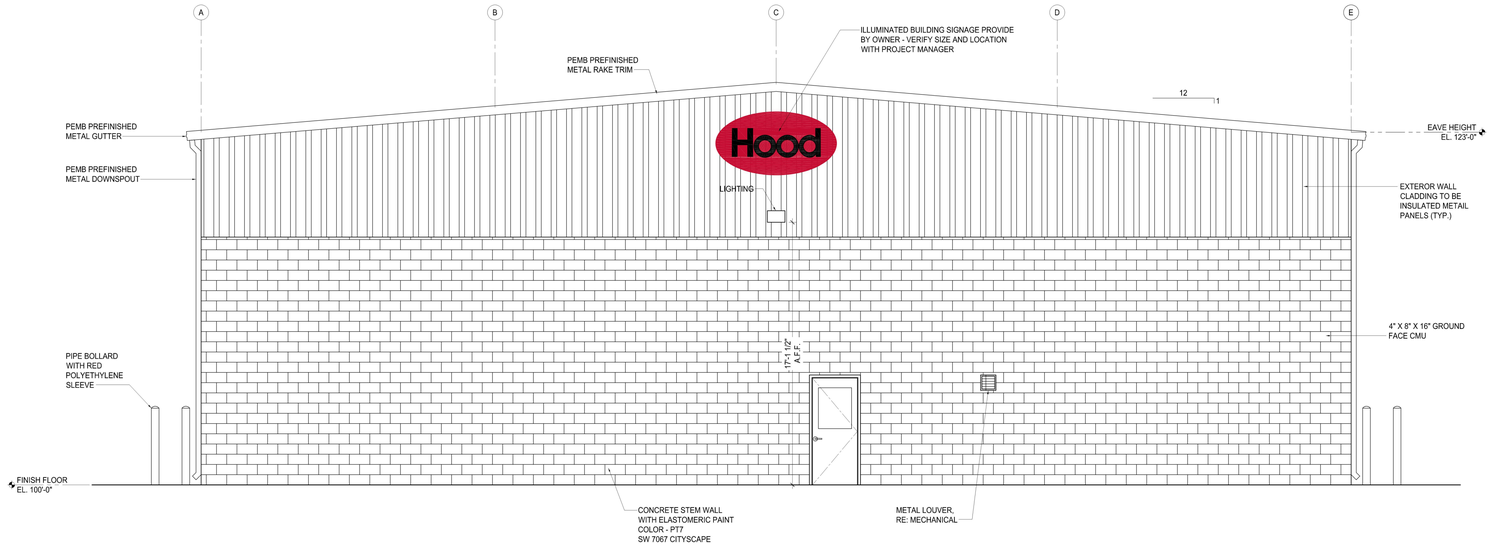
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Exterior Elevations

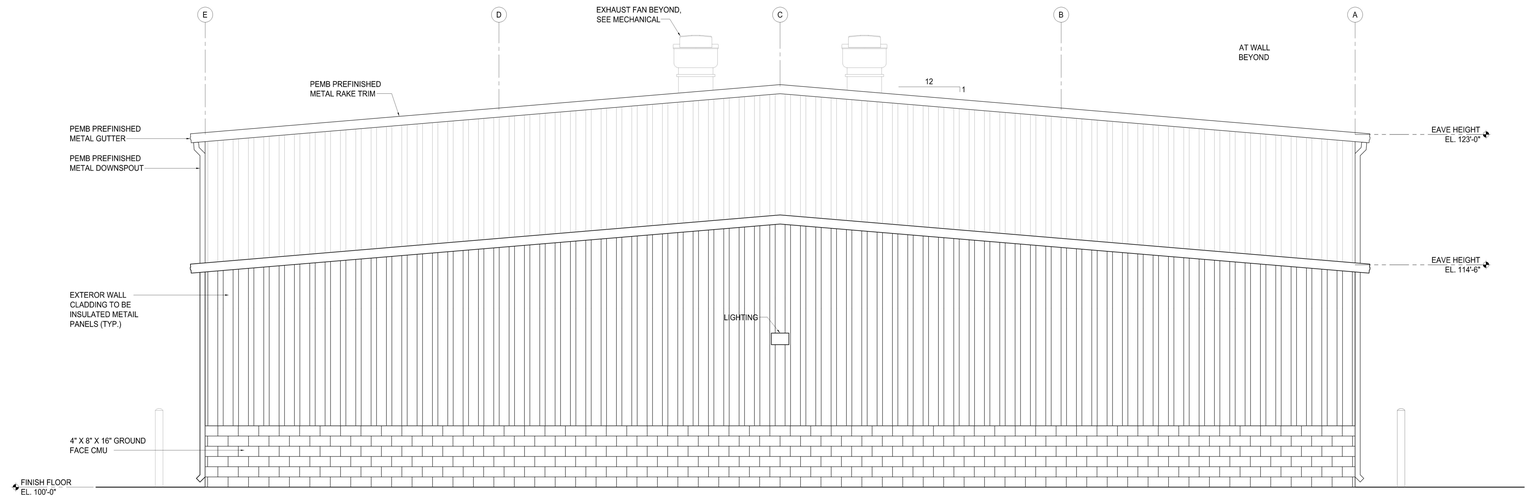
Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING



2 A-202 WEST ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"



1 A-202 EAST ELEVATION

0 4'-0" 8'-0" 12'-0" 1/4" = 1'-0"

These documents may not be used for regulatory approval, permit or construction.

21120.00

Exterior Elevations

Ryder Shop @ Hood 265 Main Street, Agawam, MA 01001

BENNETT BENNER PARTNERS
ARCHITECTURE + INTERIORS + PLANNING

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 X
Minor change _____ (check one) (Minor Change must be approved by staff)

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Darrin Gray
Address: 2459 GT drive Phone: _____ Fax: _____
City: Waterloo State: Iowa Zip: 50703
Email: dgray@graytran.com
b. Status of applicant: (a) Owner____ (b) Other X (CHECK ONE): If other explain: City of waterloo to convey under Development Agreement.
c. Property owner's name if different than above (please print): City of Waterloo
Address: 715 Mulberry St Phone: 319.291.4364 Fax: _____
City: Waterloo State: IA Zip: 50703
Email: neil.anderson@waterloo-ia.org

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: North West corner of GT drive & North east drive. Parcel # 8912-20-201-013
b. Legal description of property or portion to be amended: North portion of lot 8 of Northeast Industrial Plat No 1
c. Dimensions of proposed site plan amendment: ~350'x 230'
d. Area of proposed site plan amendment: 80,500 square ft or 1.84 Acres
e. Current zoning: M-2, P
f. Reason(s) for site plan amendment and proposed use(s) of property: Construction of new trucking facility for Maintenance (115'x 75' building size)
g. Conditions (if any) agreed to (does not affect existing conditions unless specified): N/A
h. Other pertinent information (use reverse side if necessary): See Attached Building Plans and Site Plan.

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.

Darrin Gray 11-22-21
Signature of Applicant Date

Signature of Owner Date

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as March 21, 2022, to authorize the sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to John Bosco, and instruct the City Clerk to publish notice..

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

Description	Type
Purchase Agreement with new Buyer	Backup Material

SUBJECT:	Resolution setting date of public hearing as March 21, 2022, to authorize the sale and conveyance of City property located at 235 Newell Street, in the amount of $175,000.00, to John Bosco, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	235 Newell Street is the third home the City partnered with Hawkeye Community College to build through their Sustainable Construction & Design program. This home was completed by students in the Spring of 2022 and Amy Wienands listed the home for sale on behalf of the City. The City has received four offers on the home, all over asking price. The lot was transferred to Hawkeye Community College, but will be transferred back to the City of Waterloo so that we can proceed with this sale per the terms of the approved development agreement. The property was approved by the Council on 2/21/22 to be sold to James Khupho for the same amount. The new buyer is a relative of the former buyer. Both parties will be living in the home. The resolution approving the sale to Khupho will need to be rescinded, as part of this resolution approving the sale to Bosco.
Neighborhood Impact:	The partnership between the City and Hawkeye Community College was developed to eliminate nuisance properties within the community as well as to build the area work force with hands on experiences through classes offered at the college. The City has been active in utilizing a state program through Iowa code 657A to obtain abandoned properties. Hawkeye Community College has stepped in to not only redevelop the underutilized sites but also train new work force through their Sustainable Construction and Design program. The first home of the partnership was sold in 2020 for $139,900. The second home sold for $154,400. The third home was listed for $169,900 and received four offers, all over asking price.

Data/Analysis and Strategies: Sale of Property

Expenditure Required/Source of Funds: up to $2,500 in Closing costs/Nuisance bonds.

Legal Descriptions: Mansons Second Addition Lot 10 Block 1

dotloop signature verification: dtlp.us/1Q6J-UX2z-8Spq

Adopted by The Northeast Iowa Regional Board of Realtors Oct. 2015
And The Black Hawk County Bar Association

STRUCTURE REAL ESTATE

PURCHASE AGREEMENT

Date 02/16/2022

TO: City of Waterloo (Seller)

FROM: John Bosco (Buyer)

As **joint tenants** with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 235 Newell St, Waterloo, IA 50703

Legally described as: MANSONS SECOND ADDITION LOT 10 BLK 1

SUBJECT TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD IF ANY AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land, rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: attached carpeting; window shades; blinds; curtain rods and hardware; lighting fixtures and bulbs; ceiling fans; built-in appliances and accessories; antenna, television mounting brackets; awnings; door chimes; fireplace grates andirons; mailbox, installed sump pumps; garage door openers and controls; and bushes, shrubs and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures not hereinafter reserved by Seller in writing.

RESERVED ITEMS:

FOR THE SUM OF $175,000

JB AM 02/21/22 3:48 PM dotloop verified

***Earnest** money of* $1000 to be held in trust by ~~AMRE Trust~~ AWRE Trust and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. Any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable non-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller

Return of Earnest Money. Earnest money submitted as part of the purchase price of the above described property shall be returned to the Buyer in case this agreement is not accepted. Any other release of earnest money shall require informed written consent of all parties to this agreement.

Closing to take place on or before Monday, the 14th day of March, 2022

Possession to be given to Buyer at closing or by closing ☐AM ☐PM the ____ day of _____, _____. Buyer agrees to take possession subject to rights of non-owner occupants now in possession. ☐YES ☑NO. Any rents shall be prorated to date of closing. Seller agrees to deliver to Buyer all existing keys and garage door controls no later than possession.

Buyer(s) JB (Initials)

Seller(s) AM 02/21/22 3:48 PM dotloop verified (Initials)

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dotloop signature verification: dtlp.us/1Q6J-UX2z-8Spq

Property Address 235 Newell St, Waterloo, IA 50703

CHECK THE APPROPRIATE BOX

☐ 1 **CASH** to be paid at closing. Buyer may have access to property purchased for appraisal; however, this agreement is not contingent upon Buyer obtaining funds. Settlement fee, if any, shall be paid by the Buyer

☑ 2. **FINANCING.** This agreement is subject to Buyer ☐ **OBTAINING** ☐ **ASSUMING** a commitment for a 80% ☐ **CONVENTIONAL** ☐ **INSURED CONVENTIONAL** ☐ **FHA** ☐ **VA** mortgage loan on said property at an initial interest rate not to exceed 3.5 % per annum ☐ **FRM** ☐ **ARM** amortized over a period of 30 years. All costs incurred in securing such mortgage shall be paid by the Buyer unless otherwise noted in herein. Buyer agrees upon acceptance of this agreement to immediately make application for such mortgage loan with a lender and to make a good faith effort to obtain a mortgage commitment and proceed toward closing as above provided. Buyer shall obtain such mortgage commitment on or before 02/28/2022. Within this same period, Buyer shall notify Seller, in writing, that Buyer has secured said mortgage commitment and that this contingency is removed. If Buyer, after a good faith effort has not obtained a written mortgage commitment and given such written contingency removal notice within this same time period, this agreement shall be null and void and the earnest money shall be returned to Buyer.

☐ 3. **INSTALLMENTS.** Check if applicable. See attached ADDENDUM.

☐ 4. **ASSUMPTION/ASSIGNMENT.** Check if applicable. See attached ADDENDUM.

5. TAXES AND ASSESSMENTS. Seller shall pay prorated share at closing of the installment of general property taxes on said property which become delinquent if not paid on or before _____ and all prior installments. Buyer shall pay all subsequent installments. If any installment of general property taxes is to be prorated and if such taxes cannot be determined by the date of the settlement thereof, such prorating shall be based on the amount of the last determinable installment, proportionately adjusted by any change in the assessed valuation attributable to capital improvements and which are determinable on the date of settlement. If closing takes place other than the date on the Purchase Agreement, taxes shall be prorated to the revised date of closing.
Buyer shall pay the cost of all street oilings which are not liens on the date hereof. Seller shall pay all sewage disposal assessments due and all special assessments which are liens against said premises on the date thereof, except those for improvements which have not been completed and accepted by the City Council on the date thereof, which Buyer will pay.

6. CONDITION OF PROPERTY. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever occurs first. Seller further represents plumbing, heating, cooling, electrical systems, and appliances included in this Purchase Agreement to be in working order at the time of possession or closing, whichever occurs first, unless otherwise stated on attached Seller Disclosure of Property Condition, written amendments or addendums to this Purchase Agreement or unless otherwise stated in paragraph 8, and Buyer shall be permitted to make a "walk through" inspection of the property prior to possession or closing, whichever occurs first to verify the same. Seller agrees to remove all debris and personal property, not included herein, from the premises prior to possession.

7 INSPECTION OF PROPERTY. The Buyer is responsible for making their own inspection of any property for which they make an offer. (It is understood that these provisions are independent of any lender requirements for financing approval.) Within 0 days after the final acceptance date of this agreement, Buyer may, at Buyer's sole expense, have the property inspected by a person(s) of Buyer's choice to identify any structural, mechanical, plumbing, electrical, pest infestation, environmental concerns or other deficiency(s). Within this same period, Buyer may notify Seller in writing of any such deficiency the Buyer wants remedied. Failure to do so shall be deemed a waiver of the Buyer's inspection. In the event of any request by Buyer as a result of inspections, Seller shall within three(3) business days after said notification (date of notification does not count) notify the Buyer in writing which steps, if any, Seller will take to remedy any deficiency before closing. The Buyer shall within three (3) business days (date of notification does not count) notify the Seller in writing that (1) such steps are acceptable, in which case, this agreement, so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this agreement shall be null and void, and any earnest money shall be returned to Buyer. Failure by either Seller or Buyer to give the notification within the three (3) business days as stated above, shall render this agreement null and void, and any earnest money shall be returned to Buyer.

Buyer(s) JB _____ (Initials)

Seller(s) AM 02/21/22 3:48 PM dotloop verified _____ (Initials)

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dotloop signature verification: dtlp.us/1Q6J-UX2z-8Spq

8. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:

A. Buyer is preapproved with Veridian Credit Union,, see preapproval attached.

B. Seller to have carpet, light fixtures, paint, cleaning and all other planned installs to be completed by closing.

9. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

10. **TITLE PAPERS AND ABSTRACT.** At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by warranty deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the proprietors plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by his own affairs.

11 **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

12. **SURVEY** Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a metes and bounds description.)

Buyer(s) JB (Initials)

Seller(s) AM 02/21/22 3:48 PM CST dotloop verified (Initials)

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dotloop signature verification: dtlp.us/1Q6J-UX2z-8Spq

13. **REMEDIES OF THE PARTIES.** If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, recision, or specific performance), and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

14. **THIS IS A LEGALLY BINDING CONTRACT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

15. **FOREIGN PERSON STATUS. (FIRPTA, Foreign Investment in Real Property Tax Act.)** Seller is not a foreign person as defined in Internal Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withholding taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

16. **ELECTRONIC SIGNATURES.** In accordance with Iowa Code ch. 554D, all parties agree that this transaction can be conducted by electronic means; Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

17 **NOTICE AND COUNTERPARTS.** Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

18. **ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:**

SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT	YES ☑			
SELLER DISCLOSURE OF PROPERTY CONDITION	YES ☑	NO ☐	NOT APPLICABLE ☐	EXEMPT ☐
LEAD BASE PAINT DISCLOSURE	YES ☐	NO ☐	NOT APPLICABLE ☑	
SEPTIC SYSTEM ADDENDUM	YES ☐	NO ☐	NOT APPLICABLE ☑	

19. **ACCEPTANCE DATE.** When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above described property. If this agreement is not accepted by the Seller on or before _____, it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

20. **SELLER HEREBY ☐ ACCEPTS ☐ COUNTERS ☐ REJECTS** the above agreement on _____. If Seller has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before _____
If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before _____.

BUYER	SELLER: Adrienne Miller (dotloop verified 02/21/22 3:48 PM CST I3V4-CECQ-IAB9-S1BB)
BUYER	SELLER
ADDRESS	ADDRESS
Brady Huls PRINT NAME OF SELLING LICENSEE/BROKERAGE COMPANY	Structure Real Estate
Amy Wienands PRINT NAME OF LISTING LICENSEE/BROKERAGE COMPANY	Amy Wienands Real Estate

FINAL ACCEPTANCE DATE: _____

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CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as March 24, 2022 to approve the FYE 2023 budget, and instruct the City Clerk to publish notice.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

Description	Type
FYE2023 Budget Hearing Req Council Comm	Backup Material

SUBJECT:	Resolution setting date of public hearing as March 24, 2022 to approve the FYE 2023 budget, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	The annual budget is required to be adopted and certified with Black Hawk County and the State of Iowa by March 31, 2022. The budget estimate must be published in the paper ten to twenty days prior to the budget hearing.
Data/Analysis and Strategies:	Approving the publication of the budget estimate establishes the maximum tax levy rate and maximum expenditures by program for the fiscal year ending June 30, 2023. The levy rate and expenditures by program can be reduced from the published budget estimate, but cannot be increased.
Alternative:	According to the State Department of Management, if the budget isn't certified by March 31, 2022, the state would set the city's property taxes at the same amount of property tax dollars as were certified for the current year ($43,275,387 plus utility excise taxes of $1,365,176). That amount is $3,393,423 less than the maximum levy hearing amount. There would likely be an audit finding regarding noncompliance with state law regarding budget deadlines also.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: March 7, 2022
Prepared: February 23, 2022
Dept. Head Signature:
Number of Attachments: None

SUBJECT: Set Hearing Date for FYE2023 Budget

Submitted by: Michelle Weidner, CFO

Recommended City Council Action: Set the date of hearing for the FYE2023 budget for Thursday, March 24, 2022 at 5:30 p.m. to approve the budget as required by the new state law and instruct the City Clerk to publish said notice.

Summary Statement: The budget estimate must be published in the paper ten to twenty days prior to the budget hearing.

Expenditure Required: None

Source of Funds: None

Policy Issue: Approving the publication of the budget estimate establishes the maximum tax levy rate for the fiscal year ending June 30, 2023 and also the maximum amounts that can be spent by program. The levy rate and program expenses can be reduced from the published budget estimate, but cannot be increased.

Alternative: According to the State Department of Management, if the budget isn't certified by March 31, 2022, the state would set the city's property taxes at the same amount of property tax dollars as were certified for the current year ($43,275,387 plus utility excise taxes of $1,365,176). That amount is $3,393,423 less than the maximum levy hearing amount. There would likely be an audit finding regarding noncompliance with state law regarding budget deadlines also.

Background Information: None

CITY OF WATERLOO

Council Communication

Resolution approving preliminary plans, specifications, form of contract etc., setting date of bid opening as March 31, 2022 and date of public hearing as April 18, 2022, in conjunction with the FY 2023 Complaint Mowing with Complaint Snow Removal Contract, and instruct the City Clerk to publish notice.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

	Description	Type
	FY 2023 Complaint Mowing with Complaint Snow Removal Contract	Backup Material

SUBJECT:	Resolution approving preliminary plans, specifications, form of contract etc., setting date of bid opening as March 31, 2022 and date of public hearing as April 18, 2022, in conjunction with the FY 2023 Complaint Mowing with Complaint Snow Removal Contract, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Martin M. Peterson, City Attorney
Recommended Action:	Approve specifications, etc., and taking bids and set the date of bid opening, hearing and award of contract.
Expenditure Required/Source of Funds:	Dependent upon the upcoming contractor bids. Code Enforcement Other Contractual Services Line Item 525-15-5125-1390.

Proper Order –
FY 2023 Complaint Mowing with Complaint Snow Removal Documents

a. Cover Page

b. Notice to Bidders

c. Instruction to Bidders

d. General Conditions

e. Specifications

f. Bid Form

g. Statement of Bidders Qualifications

h. Bid Bond

i. Non-Collusion Affidavit of Prime

j. Non-Collusion Affidavit of Sub

k. Equal Opportunity Clause

REQUEST FOR PROPOSALS –

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

The City of Waterloo is soliciting proposals to provide equipment and labor for mowing of City of Waterloo complaint properties and removal of snow from complaint properties (the "Services") on a scheduled or as-needed basis. All proposals shall include a complete price quote.

Conditions governing the Services are contained in Exhibit "A", the proposed form of Contract, attached to this RFP and by this reference incorporated herein.

A. SUBMITTING AND OPENING PROPOSALS

All proposals must be received in a sealed envelope in the City's Clerk's office (date and time stamped) by Thursday, March 31, 2022 at 1:00 p.m., Central Time (our clock) in order to be considered. The City Clerk's office is located at 715 Mulberry St., Waterloo, Iowa 50703. *Proposals sent electronically or via facsimile will not be accepted.* The mailing container or envelope shall be plainly marked on the outside with the notation "SEALED RFP FOR FY 2023 MOWING AND SNOW REMOVAL," and the name of the company submitting the proposal.

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 Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

Proposals will be opened on Thursday, March 31, 2022, at 1:00 p.m. Central Time in the Council Chambers at City Hall, 715 Mulberry Street, Waterloo. The main purpose of this opening is to reveal the name(s) or the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

B. SCOPE OF SERVICES

Services to be performed by the successful respondent (the "Contractor") for the City will be those described in the form of Contract attached hereto as Exhibit "A" and the Specifications, which generally include but are not limited to mowing complaint properties on an as-needed basis, and removing snow and ice from complaint properties on an as-needed basis.

C. REQUIRED INFORMATION:

1. See the Waterloo Code Enforcement Department bid form. All bids must be submitted on said bid form.
2. Important Exceptions to Contract Documents – The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
3. Incomplete Information – Failure to complete or provide any of the information requested in this RFP may result in disqualification by reason of non-responsiveness.

D. AWARD OF CONTRACT

1. Final selection of a contractor will be made of the responsive and responsible firm whose proposal, conforming to these documents, is most advantageous and offers the greatest overall value to the City of Waterloo with regard to the criteria detailed and the specifications set forth herein. The City will evaluate proposals in light of all factors it considers relevant, including but not limited to price, prior dealings, reputation, knowledge, skills, demonstrated commitment of the humane treatment of animals, demonstrated experience in managing and working with animals, nature and quality of facilities, and other information provided by the proposer in response to this RFP.
2. The City reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any proposer. The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving proposals.
3. The City may select a proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
4. A Proposer's submission of a proposal 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 in the evaluation.
5. Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.
6. After award, the Proposer will be required to enter into a written contract with the City that is substantially in the form attached hereto as Exhibit "A".
7. In the event a contract is terminated between both parties for any said reason, the City of Waterloo will award the contract by offer to the next qualified bidder. The City of Waterloo reserves the right to award only those proposals that were opened in the City Clerk's Office on Thursday, March 31, 2022.

E. MISCELLANEOUS

1. Questions regarding Code Enforcement will be directed to Maria Downing in the Code Enforcement Department, 319.291.3820, Monday through Friday from 7:00 a.m. to 3:00 p.m.
2. This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

F. GENERAL TERMS AND CONDITIONS OF PROPOSAL

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** - 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. **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.

5. **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.

6. **HOLD HARMLESS AGREEMENT** - The Contractor agrees to protect, defend, indemnify and hold harmless the City of Waterloo, its officials, officers, employees and agents, from and against any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or company 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 the contract.

7. **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.

8. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days after acceptance and on receipt of an original invoice.

9. **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.

10. **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 herein by reference.

11. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.

12. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposers will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.

13. **CANCELLATION** - Either party may cancel the contract 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.

14. **ASSIGNMENT** - Proposer shall not assign the contract or any monies to become due thereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.

15. **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.

16. **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 recognizes this and waives any claim against the City of Waterloo and any of its officials, officers and employees relating to the release of any document or information submitted.

    Each submitting party shall hold the City of Waterloo and its officials, 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

CONTRACT PROVISIONS

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

CONTRACT

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

This Contract for Complaint mowing and Snow removal (the "Contract") is made and entered into on _____, 2022, by and between the City of Waterloo, Iowa (the "City"), and _____ (the "Contractor").

1. The Contractor shall furnish all supervision, technical personnel, labor, materials, supplies and equipment to perform all work required for the Contract work as described in the Specifications.

2. The Contract Documents shall consist of the following:

    a. This Contract
    b. Request for Proposals
    c. Notice of Hearing
    d. Instruction to Bidders
    e. Signed copy of Bid
    f. General Conditions
    g. Specifications

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 be govern.

3. The Contractor agrees to commence the work within twenty-four (24) hours after the City issues a "Notice to Proceed" and to complete the work within the given timeframe. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

    a) The Contractor will remove all litter, garbage, or junk on vacant lots and/or vacant properties that would be cause the Contractor not to be able to fulfill the obligation of weed/grass or snow removal at their own cost.
    b) Contractors will abide by ordinance sections
        a. 7-1-2B(1) Contractors will not be permitted to transfer snow onto or across any city street or alley. In the event snow is transferred into the street, it shall be removed by the Contractor.
        b. 7-1-2F Contractors will not be permitted to blow weeds/grass onto or across any street or alley. In the event weeds/grass is transferred into the street it shall be removed by the Contractor
    c) **Contractors shall bag all weeds/grass taller than 12" in residential areas and dispose of the rubbish properly. Disposal can be done at the City of Waterloo Yard Waste Site located at 2749 Independence Ave., Waterloo, Iowa.**

a. **No branches may exceed two and one-half inches (2 ½") in diameter and three and one-half feet (3 ½') in length.**
b. **No logs or full sized trees.**
c. **Must provide proof of identification upon arrival at the yard waste site. List of employees identification must be pre-approved and on file with the Code Enforcement department before dropping off.**
d. **Yard waste drop off may only be utilized Monday through Friday, no exceptions.**

d) **All loads being transported on city streets must be covered and contained. Ordinance 4-3A-4.**
e) Contractors are not to mow or trim any flowers or gardens unless specified by the Code Enforcement Department.
f) Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.
g) **Contractors must have a camera that will time stamp and date photos.** Photos must be taken of the property before work begins and when the work is finished.
h) Contractors will be provided with a yardstick that must be used to measure the length of the grass in each set of photos taken while at a property.
i) **Referrals may only be completed between 6:00am – 8:00pm.**
j) **The City of Waterloo will not be obligated to pay the full amount for referral work when all necessary photos required by the Contractor have not been turned into our office.**
k) In the event the Code Enforcement Department finds that the Contractor did not fulfill its obligation, the Contractor will be required to go back to the property at no additional cost to the city or owner of the property.
l) During snow removal, the sidewalks will be cleared the width of the sidewalk and to the concrete unless ice prevents such removal. In the event the ice is unable to be removed the Contractor will be required to lay down sand, salt, or a mixture of both.
m) Charges for sand, salt or both will be determined by following: The owner shall be charged $15 for any amount of salt that needs to be used to assist in the removal of ice from the sidewalk per residence. If the property is located on a corner lot the owner of the property shall be charged $30 for any amount of salt that needs to be used to assist in the removal of ice from the sidewalk provided that ice removal is needed on both sidewalks. Prior approval is required in the event you feel additional salt is necessary.
n) Contractor shall remove all involuntary vines, brush, or trees along any fence and the portion of property to the alley when referral is given by the Code Enforcement Department.
o) The owner shall be charged one amount of 15 minutes travel time in addition to all other fees applied per referral.
p) **Completed referrals must be turned into our office every two (2) weeks with paperwork and photos for review.**
q) **Any completed referral paperwork turned in after fourty-five (45) days will be subject to non-payment.**
r) Properties found in compliance upon arrival of contractor, will not result in additional charges to the City of Waterloo from the Contractor.
s) Unless prior approval has been given, the City of Waterloo will only be obligated to pay for the work of two people per referral.

4. The Contractor agrees to comply with and obey all ordinances of the City of Waterloo relating to the obstruction of streets and alleys, keeping open passageways for water and traffic, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness.

5. 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 limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in performing the work contemplated by this Contract.

6. Contractor shall be responsible for all damage to public or private property. 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. The Contractor shall have no cause of action against the City on account of delays and prosecution of work, but the work is delayed by the City, the Contractor may have extra time for the completion of the job as was lost by reason of the delay caused by the City.

8. The City, at its sole discretion and without waiving any claims or rights, may allow for partial payment for the work included on an invoice for which all services have not been delivered or accepted. 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.

9. 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, then City may declare that Contractor is in default hereunder and may terminate this Contract by delivery to Contractor of written notice of termination, and/or take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder. Contractor shall be entitled to only one such notice, and in connection with any subsequent breach then City may terminate this Contract upon seven (7) days' advance written notice. In the event of termination, the Contractor shall be compensated for all necessary services performed through the termination date. 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.

10. In addition to paragraph 9 above, 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 without cause by delivering to Contractor twenty-one (21) days' advance written notice of termination.

11. Contractor may not assign, delegate or subcontract any of its duties hereunder without the prior written consent of City.

12. Because time is of great importance when completing referral work, the Contractor must notify the City of Waterloo at least two (2) weeks in advance including who will be filling in for them for any planned time off.

13. Any notice under this Contract shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

City

City of Waterloo, Iowa
715 Mulberry St.
Waterloo, Iowa 50703
Attn: City Clerk

Contractor

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed as stated above.

14. Nothing in this Contract shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the parties nor, except as expressly set forth herein, to create any liability for one party with respect to the liabilities or obligations of the other party or any other person. Contractor is an independent Contractor.

15. This Contract shall be binding upon and inure to the benefit of the parties and the respective successors and assigns of each.

16. In the event any provision of this Contract 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.

17. 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 by the mutual written agreement of the parties.

18. 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 the work, the City agrees to pay the Contractor as set forth on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties have executed this Contract for Complaint Mowing and Snow Removal by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA	CONTRACTOR
_____	_____
Mayor	Name of Contractor
_____	By: _____
City Clerk	Title: _____

CITY OF WATERLOO, IOWA
CODE ENFORCEMENT DEPARTMENT
NOTICE OF PUBLIC HEARING
On Proposed Specifications and the
NOTICE TO BIDDERS

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

RECEIVING OF BIDS
Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in City Hall, 715 Mulberry St, Waterloo, Iowa, on or before **Thursday, March 31, 2022, until 1:00 p.m,** for the **FY 2023 COMPLAINT MOWINGS WITH COMPLAINT SNOW REMOVAL** as described in the plans and specifications now on file in the City Clerk's office and the Code Enforcement Department.

OPENING OF BIDS
All proposals received for the **FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL** will be opened in the second floor Council Chambers at City Hall, Waterloo, Iowa, on **Thursday, March 31, 2022, at 1:00 p.m.**, and the proposals will be referred to the Code Enforcement Department for recommendation of award. The bid opening will be livestreamed on YouTube and made available on the City website.

PUBLIC HEARING
Notice is hereby given that the Waterloo City Council will conduct a public hearing on the proposed specifications and form of contract for the **FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL** at the City Council Meeting, **Monday, April 18, 2022.** The hearing will be held in the City Council Chambers in Waterloo City Hall. The contract documents are on file in the City Clerk's office, 715 Mulberry St., and the Code Enforcement Department, 626 Mulberry Street, Waterloo, Iowa for public examination. Any person interested may file written objection with the City Clerk before the date set for the hearing or appear and make objection at the meeting.

SCOPE OF WORK
The Contractor shall provide all labor, equipment and materials necessary to mow and/or remove snow from the designated areas in accordance with these specifications.

CONTRACT PERIOD
The period of time covered under this proposed contract shall be approximately April 25, 2022, through March 31, 2023.

PROPOSALS SUBMITTED
All bids must be submitted on forms supplied by the Code Enforcement Department. The bidder shall bid on a per unit price (WITH EACH "Option" treated as a separate unit) as shown on the Bid Form. Each unit should be bid as a stand-alone item and not merely as a component of a total bid package that includes all options together.

BID SECURITY REQUIRED
All bids must be accompanied, in a separate envelope, by a certified or cashier's check drawn on an Iowa bank chartered under the laws of the United States or the State of Iowa, a certified share draft drawn on a Credit Union in Iowa chartered under the laws of the United States or the State of Iowa, or a bid bond payable to the City of Waterloo, Iowa, in the sum of **Fifteen Hundred Dollars ($1,500.00)**, which certified check, certified share draft, or bid bond will be held as security that the Bidder will enter into a Contract for the mowing and snow removal 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, the bid security may be retained by said City as agreed liquidated

damages. If a bid bond is used, it must be signed by both the bidder and the surety or the surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

CONTRACT AWARD

The Code Enforcement Department has divided the contract into four (4) areas as indicated on the Bid Form. Each is severable from the others and may be the subject of a separate contract.

The City shall award one or more Contracts to the responsible Bidder(s) whose bid, conforming to the Specifications and without regard to whether the bid is made on a per-option or a total basis, is most advantageous to the City, and the Code Enforcement Department price and other factors considered. The City reserves the right to award a contract for any single Option, any combination of Options, or all Options together. The intention is not to award the contract at the time of bid opening, but to award the contract after review of bids and bidder information by the City and the Code Enforcement Department such that the award is made within thirty (30) days after bid opening.

The City reserves the right to waive any and all parts of a specific bid.

AFFIRMATIVE ACTION PROGRAM

The successful Bidder and any subcontractors will be required to execute and have approved an Affirmative Actions Program or Update before beginning work on the project, if they have been awarded an aggregate of $10,000 in city projects during the current calendar year.

METHOD OF PAYMENT TO CONTRACTOR

Payment to the contractor for services performed shall be paid on a monthly basis. Payments shall be based on the actual number of acres mowed during the previous period. A detailed bill of completed work must be received and approved by the Code Enforcement Department for Complaint Mowing with Complaint Snow Removal located at 626 Mulberry St., Waterloo, Iowa before payments will be made. Actual number of acres mowed must agree with numbers recorded by the Code Enforcement Department.

The billing shall include:

- Address of properties
- Pictures of properties prior to mowing/snow removal
- Pictures of properties when mowing/snow removal completed
- Fence line pictures of neighboring properties. (claiming damage protection)
- Pictures to be dated & time stamped
- Area or time billed for (depending on bid proposals)
- Extra material used (salt)

Published by order of the City Council of said City of Waterloo, Iowa, on the _____ day of _____, 2022

City of Waterloo, Iowa,

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

INSTRUCTION TO BIDDERS

I. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Proposals 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 Request for Proposals and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid 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.

II. PROPOSALS SUBMITTED

All bids must be submitted on forms supplied by the Code Enforcement Department. Before submitting a bid, each bidder shall carefully read the specifications and all other contract documents. Each bidder shall be fully informed, prior to the bidding, as to all existing conditions and limitations under which the work is to be performed and shall include in this bid a sum to cover the cost of all items necessary to perform the work as set forth in the contract documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and they shall be deemed to be included in the Contract the same as though herein written out in full.

III. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Request for Proposals and 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, will be considered at any time it is received and may thereafter be accepted. Bids may be withdrawn by written request received from bidders prior to the time set for closing of bids.

IV. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the specified time and place for opening in the Request for Proposals and Notice to Bidders. Their content will be made public for the information of bidders and others interested who may attend the opening virtually.

V. 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 it 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 include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that it 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.

VI. MBE/WBE CONTRACT COMPLIANCE PROGRAM

All Bidders have the responsibility to comply with the City of Waterloo MBE/WBE Contract Compliance Program.

City of Waterloo Contract Compliance:

Rudy D. Jones, Director
Community Development Board
620 Mulberry Street Suite 202
Waterloo, Iowa 50703
(319) 291-4429

VII. 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 project area is the City of Waterloo.

The City of Waterloo will require the contractor to document his 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.

VIII. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the Code Enforcement Department submit on the form furnished a statement of the Bidder's qualifications, his/her experience record in completing the type of project proposed, and equipment available for the work contemplated; and when requested, a detailed financial statement. The Code Enforcement Department shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform obligations under the Contract; and the Bidder shall furnish the Code Enforcement Department 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 Code Enforcement Department that the Bidder is qualified to carry out properly the terms of the Contract.

IX. 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, an agreement in the form included in the contract documents in such number of copies as the City, may require.

B. 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 Conditions. 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 Named Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the same amounts for approval before each commences work. The

contractor shall carry or require that there be Worker's Compensation insurance for all its employees and those of its subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws.

C. 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, may grant, based upon reasons determined sufficient by the City, may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and 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, or Code Enforcement Department for a refund.

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

GENERAL CONDITIONS

Definitions
Whenever used in any of the Contract Documents, these terms shall be defined as follows:

Contract - means the Contract or Agreement executed by and between the City of Waterloo and the Contractor.

Owner or Local Public Agency (LPA) - means the Code Enforcement Department.

Contractor - means the person, firm or corporation entering into the Contract with the City of Waterloo, to maintain properties as described in the Specifications provided.

Contract Documents - means and shall include the following: Executed Contract or Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed copy of Bid, General Conditions, Special Conditions, Specifications, and (Plans or Drawings when required).

Superintendence by Contractor
Except where the Contractor is an individual and gives personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Code Enforcement Department/City of Waterloo, on the work site at all times during working hours with full authority of the Contractor. The Contractor shall also provide an adequate staff to properly coordinate and expedite the work.

The Contractor shall lay out and be responsible for all work executed under this Contract. The Contractor shall verify all information before proceeding with the work and be held responsible for any error resulting from failure to do so.

Other Contracts
The City of Waterloo may award or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with other Contractors, by scheduling work under this Contract with that to be performed under other Contracts as may be directed by the Code Enforcement Department/City of Waterloo. **The Contractor shall not commit or permit any act in which will interfere with the performance of work by any other Contractor as scheduled.**

Fitting and Coordination of the Work
The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all Subcontractors engaged upon this Contract. The Contractor shall be prepared to guarantee to each Subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

Care of Work
The Contractor shall be responsible for all damages to person or property that occur as result of negligence in connection with the execution of work and shall be reasonable for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the Code Enforcement Department.

The Contractor shall provide sufficient security, both day and night, including weekends and holidays, from the

time the work is commenced until final completion and acceptance, except when work being performed does not require protection. The Contractor shall be responsible for any loss of work, materials, equipment or time due to acts of any person on the project site. Therefore, it is the responsibility of the Contractor to determine when security is needed.

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, and utilities except those which are to be replaced or removed. Any damage caused by the Contractor's operation shall be completely repaired at no expense to the Owner.

General Requirements

The Contractor shall be responsible for being informed as to all existing conditions and limitations under which the work is to be performed. No extra allowance will be made because of lack of such examination or knowledge.

The Contractor shall not disturb existing walks, drives, parking areas, trees, shrubs, or turf areas outside the limits of the project. If disturbed, these items shall be replaced by the Contractor at no cost to the City or the Owner.

Trees and shrubs located in or near the project area shall be protected by the Contractor from damage by workers and equipment during time of performing services. Upon request, the City Forester will determine the extent of protection necessary for the trees.

Permits and Codes

The Contractor shall give all notices required by, and comply with all applicable municipal and state laws, ordinances and codes.

Liability Insurance

The Contractor shall at all times during the term of the Agreement maintain in full force and effect, at its own expense, Employer's Liability, Worker's Compensation, Automobile, Public Liability and Property Damage Insurance, and other insurance and bonds as set forth below, including contractual liability coverage for the indemnity and hold harmless provisions of this Agreement. Each policy shall require at least 30 days' advance written notice to the City in the event of cancellation or material change in terms. **The City of Waterloo, Iowa shall be specifically named as an additional insured on all insurance.** Such coverages shall be primary, non-contributing and contain waivers of subrogation against any coverage held by the City. Before commencement of work hereunder, the Contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. Insurance coverages shall comply with the limits specified below:

Coverages	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$500,000
Bodily Injury Liability (Except automobile)	$1,000,000 each occurrence
Property Damage Liability (Except automobile)	$1,000,000 each occurrence
Automobile Bodily Injury Liability	$1,000,000 each occurrence
Excess Liability	$5,000,000
Automobile Property Damage Liability	$1,000,000 each occurrence

Removal of Debris, Cleaning, Etc.

The Contractor shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the project area reasonably clean. Upon completion of the work, the Contractor shall remove all debris and equipment provided for the work and put the whole site of the work in a neat and clean condition.

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

SPECIFICATIONS

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

SCOPE OF WORK

The Contractor shall provide all labor, equipment and material necessary to mow and/or remove snow from designated areas in accordance with these specifications. References in these specifications to the Code Enforcement Department shall include the City of Waterloo.

PROPERTY COMPLAINT MOWING

Assigned areas will be mowed on a one time only basis. The Code Enforcement Department will give out work orders for any work done in this area, which shall be completed within 72 hours from receiving work order. The City will be in charge of any large item and tire removal clean up that will be done on any of these properties. Contact the Code Enforcement Department (319.291.3820) for pickup. Mowing height will be four (4") maximum.

Contractor shall be able to abate hedge/volunteer trees where necessary for clearance of sidewalks and other rights-of-way. Also after mowing property, it shall meet city codes and excess grass removed from the property and sidewalk. If for any reason Code Enforcement finds that a property is still in violation, after the contractor has done the abatement, the contractor shall return to the property and make the necessary corrections **without** additional costs to the City.

If the contractor arrives at the property, and the property has been mowed, the contractor shall obtain a photo and contact Code Enforcement to verify the property is in compliance. In the event Code Enforcement is unable to meet the contractor at the time, the contractor shall continue on to the next referral and Code Enforcement will inspect the property when time permits and notify the contractor whether they have to return to abate a weed violation.

PROPERTY COMPLAINT SNOW REMOVAL

Assigned areas shall have snow removed on a one-time basis. The Code Enforcement Department will give out work orders for any work done in these areas, which shall be completed within 48 hours from receiving work order.

Sidewalks need cleared the width and length of the property down to the pavement. A good-faith attempt will need to be made to clear down to the pavement. In the event that it is impossible, because of ice or other hazard, then sand or other abrasive material, (such as Ice Melt or another approved product) may be used so pedestrian traffic is safe. Only use sand/ice melt in amounts to make pedestrian traffic safe. Do not coat sidewalk with a large amount of sand, use only amounts necessary to make sidewalks safe.
All work must comply with the City of Waterloo Codes & Ordinances or contractor shall return to the property and make the necessary correction **without** additional costs to the City.

VACANT LOTS

Once these lots have been issued their first notice for the season, they will be placed on an as needed basis mowing schedule from approximately April 25th to October 31th, 2022 for a maximum of 5 mowing's. **It will be the responsibility of the Code Enforcement Department to inform you of your as needed mowing schedule.**

There is a possibility of approximately 70 vacant lots with each lot averaging 0.25 of an acre.

DILAPIDATED STRUCTURES

Once these dilapidated structures have been issued their first notice for the season, they will be placed on an as needed basis mowing schedule from approximately April 25th to October 31th, 2022 for a maximum of 5 mowing's. **It will be the responsibility of the Code Enforcement Department to inform you of your as needed mowing schedule.**

There is a possibility of approximately 50 dilapidated structures with each lot averaging 0.25 of an acre.

All vacant lots and dilapidated structures listed on the paperwork you receive from the Code Enforcement department must be completed and turned into our office within two (2) weeks from the time you pick it up.

SITE CLEAN-UP

Prior to each mowing the Contractor shall remove all trash and debris including paper, branches, rocks, and other portable objects. All trash and debris shall be legally disposed of, off site, at no additional expense to the Code Enforcement Department. Additionally, the contractor shall be responsible for cleaning up and repairing all damage created by snowplow & snow removal operations. This includes adding soil and seeding damaged areas as needed.

SCHEDULING OF WORK

Areas to be mowed shall be divided into categories for type and frequency of mowing. The listed schedules are for bid purposes only. The Code Enforcement Department may add or delete mowing of areas based on growing conditions and budget constraints.

GRASS CUTTING

Grass shall be cut to an even height of four inches (4"). Grass cutting shall be accomplished in a manner so as not to result in scalping, bunching, rutting, uneven or rough cutting. All scalping, bunching, rutting or uneven rough cutting shall be promptly remedied by the Contractor to the satisfaction of the Code Enforcement Department with no additional cost to the Code Enforcement Department. Grass clippings shall not be blown, left or land on any road surfaces in accordance with applicable laws and City ordinances. In areas such as narrow medians, clippings shall be bagged or mulched straight down.

TRIMMING

Along with each mowing, the Contractor shall trim around trees, shrubs, poles, fences and other objects to match the height and appearance of the surrounding vegetation. Only upon request of the Code Enforcement Department will you be required to edge vegetation growing over curb and sidewalk.

DAMAGE PROTECTION

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, signs, mailboxes, fences, benches, utilities, and other fixtures. Any damage caused by the Contractor shall be completely repaired at no additional cost to the Code Enforcement Department.

All work shall be done in a manner so as not to result in damage to trees or shrubs. At no time shall any mowing or trimming equipment come in contact with any tree or shrub. Any tree or shrub damaged by the Contractor shall be replaced at the direction of the Code Enforcement Department with no additional cost to the Code Enforcement Department.

The Contractor shall avoid damage to turfgrass and underlying soil and grade. Any rutting and related turf loss and erosion damage shall be promptly remedied by the Contractor to the satisfaction of the Code Enforcement Department with no additional cost to the Code Enforcement Department.

The Contractor shall take all necessary precautions to protect pedestrians and motorists from personal injury and property damage. All equipment safety guards shall remain intact and serviceable. The Contractor shall carry liability insurance as detailed in the GENERAL CONDITIONS to cover any damage claims.

REQUIRED EQUIPMENT

The Contractor shall have sufficient and proper equipment to perform all work in a safe and timely manner.

Types of mowing equipment required for this contract:

- Line trimmers
- Walk-behind mowers
- Commercial rotary front mowers (60"-72" deck)
- Bagging/ mulching mowers
- Utility tractors with heavy-duty mowers
- Four wheel drive mower
- Hedge trimmers
- Wood chipper (not required for hire but highly recommended)

Types of alley/sidewalk overgrowth equipment required for this contract in addition to equipment listed above:

- Pull behind trailer or usable truck bed
- Tarps or enclosed trailer for hauling brush when required

Note: City ordinance requires all loads being transported must be completely covered. The City is not responsible for paying any fines you may be issued.

For larger parcels that are overgrown contractor shall have access to a brush hog type of mower so that contractor can meet the city's timeframe requirements. Excess amounts of cut grass and vegetation will need removed and not left on parcels.

Types of snow removal equipment required for this contract:

- Walk-behind snow blowers
- Riding snow blowers
- Pick-up and/or tractor with snow blade
- Salt & sand applicator
- Shovels

Equipment listed on the Bid Form will be reviewed by the Code Enforcement Department to determine whether it is adequate for this mowing contract.

CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 7:00 A.M. TO 3:00 P.M.

CITY OF WATERLOO, IOWA

CODE ENFORCEMENT DEPARTMENT

BID FORM

for

FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL

BIDDER: _____
COMPANY NAME

ADDRESS: _____

_____

_____

PHONE: (_____) _____

1. The undersigned, being a Corporation existing under the laws of the State of _____, or a limited liability company existing under the laws of the State of _____, or a Partnership consisting of the following partners:

_____

_____,

having been familiarized with the existing conditions on the project area affecting the cost of the work, and with all the Contract Documents now on file in the offices of the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa, and the Code Enforcement Department, 626 Mulberry Street, Waterloo, Iowa hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services required to complete the proposed COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL, in accordance with the contract documents and for the unit price in place for the following amount:

OPTION A: Provide all specified as needed mowing and trimming services for vacant lots:

Approximately 70 vacant lots with each lot averaging 0.25 of an acre (totaling approx. 17.5-18 acres per occurrence)

Price Per Occurrence:

_____**dollars ($_____)**

OPTION B: Provide all specified as needed mowing and trimming services on dilapidated structures.

Approximately 50 dilapidated structures with each lot averaging 0.25 of an acre (totaling approx. 12.5-13 acres per occurrence)

Price Per Occurrence:

_____**dollars ($_____)**

OPTION C: Provide all specified mowing services for property complaint properties.

Price Per Man Hour:

_____**dollars ($_____)**

OPTION D: Provide all specified snow removal services for complaint properties.

Price Per Man Hour:

_____**dollars ($_____)**

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit price for the work done shall govern the actual payment to the Contractor.

3. In submitting this bid, the Bidder understands that the City reserves the right to reject any or all bids and to award one or more contracts for a single Option, all Options together, or any combination of Options. If written notice of acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after Bid Opening, of 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 insurance within ten (10) days after the agreement is presented for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. Security in the sum of _____ dollars ($_____)
in the form of _____, is submitted herewith in accordance with NOTICE TO BIDDERS.

5. Attached is a Non-Collusion Affidavit of Prime Contractor.

6. The Bidder is prepared to submit a financial and experience statement upon request.

7. 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.

8. The Bidder has received the following Addendum or Addenda:

Addendum No. _____ Date: ____/____/____
_____ ____/____/____
_____ ____/____/____

9. The Bidder shall list the MBE/WBE subcontractors, amount of subcontracts and bid items listed on the City of Waterloo Minority and /or Women Business Pre-bid Contract Information Form submitted with this Bid Form. 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 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

10. The Bidder shall list all equipment available for this project:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

11. The Bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

12. The bidder has attached all applicable forms.

13. The owner reserves the right to select alternatives, delete line items, and/or to reduce quantities prior to the Award of Contract due to budgetary limitations.

SIGNED: _____ DATE: ____/____/____
Name and Title

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. 202___.

_____(Seal)
Principal

By _____
(Title)

_____
Witness

_____(Seal)
Surety

_____
Witness

By _____
Attorney-in-fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)
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.

_____

Signature Title

Subscribed and sworn to before me this
_____ day of _____, 2022.

_____ _____

Signature Title

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
)
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 **FY 2023 COMPLAINT MOWING WITH COMPLAINT SNOW REMOVAL** in Waterloo, Black Hawk County, Iowa;

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;

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.

_____

Signature Title

Subscribed and sworn to before me this
_____ day of _____, 2022.

_____ _____

Signature *Title*

My commission expires _____.

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 contractor, 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 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

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 1 from KW Electric Inc., for a net increase of $53,011.75, in conjunction with the Downtown Traffic Fiber Optic Interconnect and Camera Project, Iowa DOT project number STBG-SWAP-8155(769)--SG-07, and authorizing the Mayor to execute said document.

City Council Meeting: 3/7/2022
Prepared: 2/21/2022

ATTACHMENTS:

Description	Type
Change Order 1	Backup Material

SUBJECT:	Motion to approve Change Order No. 1 from KW Electric Inc., for a net increase of $53,011.75, in conjunction with the Downtown Traffic Fiber Optic Interconnect and Camera Project, Iowa DOT project number STBG-SWAP-8155(769)--SG-07, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Mohammad Elahi, Traffic engineer
Recommended Action:	Approve Resolution
Summary Statement:	Many parts of Waterloo downtown area are packed with underground features and installation. As expected, when the project progressed the need to do some additional work particularly pushing new conduits surfaced. Adding some equipment such as ethernet switches and emergency vehicle preemption also became necessary. The original contract amount is $699,750.00

Expenditure Required/Source of Funds: $53,011.75 G.O. Funds

IOWADOT
Form 831240 (08-18)

CHANGE ORDER

For Local Public Agency Projects

No.: 1

Non-Substantial: ☒

Substantial: ☐

Administering Office Concurrence Date

Accounting ID No. (5-digit number): 37788

Project Number: STBG-SWAP-8155(769)--SG-07

Contract Work Type: Traffic Signals

Local Public Agency: City of Waterloo

Contractor: K&W Electric, Inc.

Date Prepared: February 4, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0010 - 2525-0000100, Traffic Signalization
Add miscellaneous items necessary to complete the traffic signalization bid item. See attachment for full description of the proposed changes.
0030 2533-4980005, Mobilization
Add mobilization at West Park and Commercial (Intersection 34)

Add ten (10) working days

B - Reason for change:

0010 - 2525-0000100, Traffic Signalization - Conduits are too full to pull new cables, so new conduits need to be furnished which requires new conduits new handholes to be constructed, along with associated removals and surface restoration. Some additional work is required due to field conditions differing from those indicated during design development of the Project.

0030 2533-4980005, Mobilization - Additional mobilization is required to complete the traffic signalization at the intersection of West Park and Commerical

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0010 - 2525-0000100, Traffic Signalization - Additional lump sum cost of $52,011.75, see attached breakdown for detail on the proposed cost adjustments

0030 - 2533-4980005, Mobilization - Additional lump sum cost of $1.000.00, see attached breakdown for detail on the proposed cost adjustments

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

0010 - 2525-0000100, Traffic Signalization, Unit costs are from the contractor's schedule of values for the Traffic Signalization bid item. The unit price for new conduits was proposed by the Contractor in a November 8, 2021 email, the average bid price for a 2" diameter bored empty conduit is $21.13/LF for a single conduit (Low of $19.76/LF, High of $22.14/LF), so the price of $22.75 for twin 2" conduits with fiber is considered reasonable. The unit price for pulling new fiber optic cable was proposed by the Contractor in a November 8, 2021 email, the average bid price for pulling fiber optic cable is $6.12/LF for a single conduit (Low of $4.28/LF, High of $8.18/LF), so the price of $7.20/LF for pulling new fiber optic cable is considered reasonable. See attached breakdown for detail on the proposed cost adjustments
0030 - 2533-4980005, Mobilization - The proposed additional lump sum is considered reasonable for re-mobilization costs for the additional work proposed.

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
Additional working days are required due to the additional time required to install new conduits.

IOWA DOT
Form 831240 (08-18)

Accounting ID No.(5-digit number): _____

Change Order No.: _____

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	X	0010	2525-0000100, TRAFFIC SIGNALIZATION	$52,011.75	1.000	$52,011.75
	X	0030	2533-4980005, MOBILIZATION	$1,000.00	1.000	$1,000.00

Add Row | Delete Row | TOTAL | $53,011.75

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx

Add Row | Delete Row | TOTAL

Signatures will be applied through DocExpress.

Sheet No. / Item No.	Description of extra work	Cost Justification	Units	Quantity	Unit Cost	Extended Cost
Sheet D.01						
1	Pull new fiber optic cable through existing conduit from W Park & SB Washington (Intersection 31) to W Park & NB Washington (Intersection 32)	A	LF	350	$ 7.20	$ 2,520.00
						$ 2,520.00
2	Pull new fiber optic cable through existing conduit from W 4th & SB Washington (Intersection 50) to W 4th & NB Washington (Intersection 49)	A	LF	300	$ 7.20	$ 2,160.00
						$ 2,160.00
Sheet D.02						
3	Pull new fiber optic cable through existing conduit from W corner to S corner of W 6th & NB Washington (Intersection 2) - existing fiber optic cable is not located on same corner as controller	A	LF	90	$ 7.20	$ 648.00
						$ 648.00
Sheet D.03						
4	At W Park & Jefferson (Intersection 33), add pre-emption system equipment (detectors and confirmation lights for W Park (both SW-bound and NE-bound), pre-emption detector card, wiring, etc.)	C	LS	1	$ 6,500.00	$ 6,500.00
						$ 6,500.00
5	Delete two (2) new Type III handholes along NW side of W 4th between Jefferson (Intersection 48) and Commercial (Intersection 47)	A	EA	-2	$ 1,500.00	$ (3,000.00)
	Delete two (2) sidewalk removal areas for the 2 handholes	B2	EA	-2	$ 125.00	$ (250.00)
	Delete two (2) surface restoration (sidewalk replacement) areas for the 2 handholes	B3	EA	-2	$ 375.00	$ (750.00)
						$ (4,000.00)
6	At W Park & Commercial (Intersection 34), bore 160 LF and furnish and install (pull) two (2) 2-inch diameter HDPE conduits back - 1 for fiber optic cable and 1 for cable for new cameras - existing conduits are too full to pull cable	B1	LF	160	$ 22.75	$ 3,640.00
	At W Park & Commercial (Intersection 34), add two (2) new Type III handhole on N and E corners	A	EA	2	$ 1,500.00	$ 3,000.00
	At W Park & Commercial (Intersection 34), add two (2) sidewalk removal areas for 2 new handholes	B2	EA	2	$ 125.00	$ 250.00
	At W Park & Commercial (Intersection 34), add two (2) surface restoration (sidewalk replacement) areas for 2 new handholes	B3	EA	2	$ 375.00	$ 750.00
	Add mobilization	B4	LS	1	$ 1,000.00	$ 1,000.00
						$ 8,640.00
Sheet D.04						
7	At W 6th & Jefferson (Intersection 3), delete one (1) new Type III handhole on N corner - in grassed area	A	EA	-1	$ 1,500.00	$ (1,500.00)
						$ (1,500.00)
Sheet D.08						
8	At E 6th & Franklin (Intersection 8), furnish and install new Ethernet Switch, Harsh Environment, Layer 2, Managed	A	EA	1	$ 2,000.00	$ 2,000.00
	At E 6th & Franklin (Intersection 8), furnish and install (bore and trench) 150 LF of 2-inch diameter HDPE conduit	A	LF	150	$ 22.75	$ 3,412.50
	At E 6th & Franklin Intersection 8), add three (3) new Type III handhole on N, E, and S corners	A	EA	3	$ 1,500.00	$ 4,500.00
						$ 9,912.50
9	At E 6th & Walnut (Intersection 15), furnish and install new Ethernet Switch, Harsh Environment, Layer 2, Managed	A	EA	1	$ 2,000.00	$ 2,000.00
						$ 2,000.00
10	Along SW side of Walnut between E 5th (Intersection 9) and E 6th (Intersection 15), delete 280 LF of new 2-inch diameter HDPE conduit (fairly new conduit between these two intersections was already in place)	A	LF	-280	$ 22.75	$ (6,370.00)
	Along SW side of Walnut between E 5th (Intersection 9) and E 6th (Intersection 15), delete two (2) new Type III handholes - both proposed handholes are in grassed	A	EA	-2	$ 1,500.00	$ (3,000.00)
						$ (9,370.00)

Sheet No. / Item No.	Description of extra work	Cost Justification	Units	Quantity	Unit Cost	Extended Cost
Sheet D.09						
11	At E Park & Sycamore (Intersection 36), add pre-emption system equipment [detectors and confirmation lights for E Park (both SW-bound and NE-bound), pre-emption detector card, wiring, etc.]	C	LS	1	$ 6,500.00	$ 6,500.00
						$ 6,500.00
Sheet D.11						
12	At E Park & Franklin (Intersection 39), furnish and install new Ethernet Switch, Harsh Environment, Layer 2, Managed	A	EA	1	$ 2,000.00	$ 2,000.00
						$ 2,000.00
13	At E Park & Mulberry (Intersection 38), bore 200 LF and furnish and install (pull) 2-inch diameter HDPE conduit back for new cameras - existing conduits are too full to pull cables	A	LF	200	$ 22.75	$ 4,550.00
	At E Park & Mulberry (Intersection 38), add two (2) new Type III handhole on W and N corners	A	EA	2	$ 1,500.00	$ 3,000.00
	At E Park & Mulberry (Intersection 38), perform extra work to connect old conduits / footings to new handholes	D	LS	1	$ 2,500.00	$ 2,500.00
	At E Park & Mulberry (Intersection 38), add one (1) surface restoration (sidewalk replacement) area for 1 of the 2 handholes	B3	EA	1	$ 375.00	$ 375.00
						$ 10,425.00
Sheet D.12						
14	At E 4th & Walnut (Intersection 42), furnish and install (bore and trench) 200 LF of 2-inch diameter HDPE conduit from N to S corners for cable for new cameras - existing conduits are too full to pull cable	A	LF	200	$ 22.75	$ 4,550.00
	At E 4th & Walnut (Intersection 42), add one (1) new Type III handhole on S corner - in grassed area	A	EA	1	$ 1,500.00	$ 1,500.00
						$ 6,050.00
Sheet D.13						
15	At E 3rd & Franklin (Intersection 82), furnish and install (bore and trench) 155 LF of 2-inch diameter HDPE conduit from W to N corners and W to S corners for cable for new cameras - existing conduits are too full to pull cable	A	LF	155	$ 22.75	$ 3,526.25
	At E 3rd & Franklin (Intersection 82), add three (3) new Type III handholes on S, W, and N corners - in grassed areas	A	EA	3	$ 1,500.00	$ 4,500.00
	At E 3rd & Franklin (Intersection 82), perform extra work to connect old conduits / footings to new handholes	D	LS	1	$ 2,500.00	$ 2,500.00
						$ 10,526.25
	TOTAL FOR ALL WORK ITEMS =					$ 53,011.75

A	Each specific item unit cost obtained from breakdown of "Estimated Quantities for Lump Sum Traffic Signalization Bid Item" provided by Contractor		
B1	Bore 160 LF and furnish and install (pull) two (2) 2-inch diameter HDPE conduits back - 1 for fiber optic cable and 1 for new cameras [Unit price proposed by Contractor in 11/8/2021 email.]	$ 22.75	/ LF
B2	Removals for two (2) new handholes [Unit price proposed by Contractor in 11/8/2021 email.]	$ 125.00	/ EA
B3	Surface restoration (sidewalk replacement) for two (2) new handholes [Unit price proposed by Contractor in 11/8/2021 email.]	$ 375.00	/ EA
B4	Mobilization for extra work at Commercial & W Park (Intersection 34) [Unit price proposed by Contractor in 11/8/2021 email.]	$ 1,000.00	/ LS
C	Add pre-emption system equipment (detectors and confirmation lights for 2 directions, pre-emption detector card, wiring, etc.) [Unit price proposed by Contractor in 11/21/2021 email.]	$ 6,500.00	/ LS
D	Extra work to connect old conduits / footings to new handhole: After finding conduit that feeds signal footing and digging hole for handhole, 1) put intersection into a flashing 4-way stop condition and unhook signal cable that feeds pole, 2) cut existing steel conduit without hitting existing signal cables, 3) pull signal cable back, 4) finish cutting 18"-long piece of conduit out, 5) pull signal cable back in and reconnect pole feed, 6) modify handhole to fit depth of existing conduits, 7) after placing new handhole and pulling new wire into new handhole and through existing conduit, take intersection out of flashing 4-way stop condition.	$ 2,500.00	/ LS

CITY OF WATERLOO

Council Communication

Motion to approve the purchase of a one (1) 2020 Ford Transit in the amount of $36,675.00 and one (1) 2021 Ford Ranger in the amount of $34,680.00 from Victory Ford of Dyersville, Iowa for Waste Management Services.

City Council Meeting: 3/7/2022
Prepared: 3/1/2022

ATTACHMENTS:

Description	Type
Quote	Backup Material

SUBJECT:	Motion to approve the purchase of a one (1) 2020 Ford Transit in the amount of $36,675.00 and one (1) 2021 Ford Ranger in the amount of $34,680.00 from Victory Ford of Dyersville, Iowa for Waste Management Services.
Submitted by:	Submitted By: Randy Bennett, Public Works Manager
Recommended Action:	Approve motion
Summary Statement:	These vehicles are replacing a 2005 Ford Ranger and a 2000 E250. The older vehicles bodies are rusting and repairs are very expensive. These newer vehicles will only be held for up to 2 weeks before being put on the lot at Victory Ford to be sold.

Expenditure Required/Source of Sewer funds - $70,996.00
Funds:

Quotation

Victory Commercial Works
30584 Olde Hawkeye Rd - Dyersville, IA 52040
Phone: 563-538-6628

Customer Name: City of Waterloo

Address: 625 Glenwood St

Waterloo IA 50703

Date: 3/1/22

Salesman: Ryan Sedbrook

Phone:

Moblie: 319 215 8080

Fax:

QTY	DESCRIPTION	PRICE
	2020 Transit Connect VIN NM0LS7E26L1441900	36,495.00

Remarks

Unit Total	$36,495.00
Trade In	$0.00
Difference	$0.00
Sales Tax	0%
License	$0.00
Title	$0.00
Lien Fee	$0.00
Doc Fee	$180.00
Total	$36,675.00

X

Buyer's Signature

Quotation

Victory Commercial Works
30584 Olde Hawkeye Rd - Dyersville, IA 52040
Phone: 563-538-6628

VICTORY COMMERCIAL WORKS

Customer Name: City of Waterloo		
Address: 625 Glenwood St		**Date: 3/1/22**
Waterloo IA 50703		**Salesman: Ryan Sedbrook**
Phone:	**Moblie: 319 215 8080**	**Fax:**

QTY	DESCRIPTION	PRICE
	2021 Ford Ranger VIN 1FTER1FHXMLD30358	34,500.00

Remarks

Unit Total	$34,500.00
Trade In	$0.00
Difference	$0.00
Sales Tax	0%
License	$0.00
Title	$0.00
Lien Fee	$0.00
Doc Fee	$180.00
Total	$34,680.00

X
Buyer's Signature

CITY OF WATERLOO

Council Communication

Recommendation of appointment of Seth Long, from the current Civil Service List, to the position of Equipment Operator II in the Street Department, pending completion of physical and drug testing, effective March 21, 2022.

City Council Meeting: 3/7/2022
Prepared: 3/4/2022

ATTACHMENTS:

Description	Type
pre-req	Backup Material
Personnel Questions	Backup Material
Job Description	Backup Material

SUBJECT:	Recommendation of appointment of Seth Long, from the current Civil Service List, to the position of Equipment Operator II in the Street Department, pending completion of physical and drug testing, effective March 21, 2022.
Submitted by:	Submitted By: Randy Bennett, Public Works Manager
Recommended Action:	Approve Recommendation
Summary Statement:	This position is being filled due to a promotion of an employee. This position is budgeted and required to support the Street Department operations.
Data/Analysis and Strategies:	Strategy 2.2: Enlist all City department and staff members in efforts to promote a safer community.
Expenditure Required/Source of Funds:	$60,881.60 ($29.27 per hr.) $45.08 per hr. with benefits 266-17-7100-1111 - Road Use Tax Funding

RECEIVED AUG 1 1 2021

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: Equipment Operator II Department: Street Department

Reports To: Operations Supervisor Work Location: Street Department / Public Works

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: Matt B. - Equipment Operator II
(Specify name and title of former incumbent)

Date incumbent terminated employment: Promotion Date of final payout: _____

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: TBA

Justification of need for position: Position is budgeted and required to support street department operations in chip sealing, crack sealing, street maintenance and snow removal. Request authorization to begin Civil Service process and make an appointment.

What are the likely consequences if the position is not filled? A reduced number of employees will have a negative impact on the department's ability to complete all necessary street repairs and snow removal operations.

APPROVALS

Annual salary requirements: 60,881.60 Hourly Rate: $29.27 Benefits: 45.08
(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 — Date: 8-11-21

Mayor — Date:

Chief Financial Officer — Date: 8-23-21

City Clerk/Human Resources Director — Date: 8/23/21

Human Resources Committee Chairperson — Date:

Created 8/7/2014

PERSONNEL REQUISITION
Equipment Operator II

The following questions are provided as guidelines to assist you in developing your rational for the position of ***Equipment Operator II*** in the ***Street*** 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? **Heavy Equipment Operator**

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? **The department has operators in similar classifications; however a reduced number of operators will directly impact the ability to provide timely citizen services.**

(3) How is the work of this position being accomplished now? **Reduced number of operators equals reduced tasks that can be accomplished.**

(4) Are the filled positions in your department currently being utilized to their maximum potential? **Yes**

(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)? **This position is necessary for the department to meet the departmental objectives, i.e., seal-coating, grading of alleys, ditching, maintaining shoulders, street sweeping and most importantly snow and ice control.**

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? **No cost savings or increased revenues would be realized by this position. Position is directly related to providing citizen services in a timely manner.**

(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? **The department pays overtime only as necessary. These positions are assigned projects and routes critical to meet the demands of our citizen support programs**.

(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. **The department workload is multi-faceted, citizen complaints, annual preventive street maintenance, seasonal street maintenance and now storm water ordinance compliance generated. It is**

more critical than ever that this position be filled to support the additional maintenance necessary on University Avenue.

(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. Should these positions go unfilled, we will have not have the personnel resources to complete the demands and service expectations that the citizens have come to expect. **Less equipment operators means less material loads to and from the work site, increased idle time for other personnel waiting for product as well as an increase in snow removal overtime and less equipment available to handle snow emergencies.**

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? **As any position, some jobs can't be completed with the timeliness expected of both the department and the customer.**

(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? **I don't believe it practical to outsource the duties of equipment operator.**

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? **During snow emergencies, many businesses in town cannot operate without access to their businesses. The contribution of this position is critical to the overall objectives of the department.**

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council? **This position directly impacts the department's ability to develop a customer-centered service delivery approach**.

Note: Forward completed questionnaire to Human Resources Department with original copy of Personnel Requisition form.

Submit resume by going to www.cityofwaterlooiowa.com clicking on Job Vacancies, reviewing the Equipment Operator II description and following directions to submit cover letter and resume. We will not accept mailed, faxed, hand-delivered or directly emailed resumes. Deadline to submit resume is Noon on Friday, December 10, 2021.

CITY OF WATERLOO, IOWA
CIVIL SERVICE NOTICE

OPEN EXAMINATION
EQUIPMENT OPERATOR II
PUBLIC WORKS - STREET DEPARTMENT

This may be an 11:00 p.m. – 7:00 a.m. shift after training is completed

DEPARTMENT	**:**	**STREET**
SALARY	**:**	**$28.27 per hour with $1.00 increase after 6-month probation**
FLSA	**:**	**NON-EXEMPT**
CIVIL SERVICE	**:**	**INCLUDED**
BARGAINING UNIT	**:**	**MUNICIPAL EMPLOYEES LOCAL #177**

GENERAL STATEMENT OF DUTIES

Performs skilled construction and street maintenance involving the safe operation of mixer, reclaimer, rotomill, pulverizer/mixer, mechanical/vacuum sweeper, end loader, grader, vibratory roller, track excavator and wheeled backhoe and Equipment Operator I equipment such as snowplow, dump truck, salt/sand truck and equipment requiring a class A CDL with air brakes and tanker endorsement. Equipment Operator I functions such as pothole patching, oiling, shoveling and raking asphalt, finishing concrete, setting concrete forms, directing traffic, erecting barricades, loading, hauling and plowing snow. The work is performed under the general direction of the Street Director and a Street Foreman. No supervisory responsibilities.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

These functions are considered essential for successful performance in this job classification.

1. Operates mixer, reclaimer, rotomill, pulverizer/mixer, mechanical sweeper, end loader, grader, vibratory roller, track excavator and wheeled backhoe and Equipment Operator I equipment such as snowplow, dump truck, salt/sand truck and equipment requiring a class A CDL with air brakes.

2. Performs routine street repairs such as pothole patching and oiling, and general maintenance and labor duties such as shoveling and raking asphalt, finishing concrete, setting concrete forms, directing traffic and erecting barricades.

3. Assists in preparation for winter by erecting snow fence, putting chains on tires and plows on trucks.

4. Assists in loading, hauling and plowing snow and operating sand/salt trucks during snow emergencies.

5. Participates in special service programs such as emergency storm damage clean up.

6. Assists in projects such as cleaning, mowing and maintenance of property.

6. Fills and sets sandbags, erects barricades and assists in monitoring flood pumps during flood emergencies.

7. Cleans roadside ditches of brush with weed trimming equipment or chain saw.

8. Washes vehicles, changes tires, repairs, cleans and paints City buildings and assists mechanics and welder as needed.

9. Works in busy traffic areas, operating street maintenance equipment or on foot.

10. Performs street maintenance and repairs in trenches and on uneven ground.

11. Performs work of a repetitive nature and varied workload pace.

12. Works independently and with others with minimum supervision.

13. Attends work regularly at the designated place and time.

14. Works outside in all weather conditions; works near moving vehicles and equipment; operates equipment and tools that cause vibration; noise level is often loud; atmosphere may contain dust and fumes from traffic.

15. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Public Works safety rules and regulations.

16. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of traffic and safety rules.

2. Ability to safely operate specified equipment as well as dump truck, snowplow, sand/salt truck, concrete saw, air hammer and other power and hand tools used in street construction and maintenance work.

3. Knowledge of occupational hazards associated with and the safety precautions necessary when working in busy traffic areas or extreme weather conditions.

4. Ability to learn the City street layout.

5. Ability to read street signs, chemical hazard labels and written directions of supervisors.

6. Ability to work alone when operating snow removal equipment.

7. Ability to complete daily work sheets whether written and/or the use of a computer, tablet, etc.

8. Ability to complete assigned work projects without direct supervision.

9. Ability to respond to questions and comments from the public tactfully and politely.

10. Ability to communicate effectively and maintain working relationships with other City employees, supervisors and the public.

11. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. High school diploma/GED.

2. Minimum two years of related street construction experience in all types of weather conditions. Experience must be verifiable.

   OR

   Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.

3. Valid Class A Commercial Driver's License with tanker and air brakes endorsements 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 ten 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; three or more at-fault accidents within a three-year period. 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 accommodation.

1. Sufficient strength to perform assigned tasks.

2. Sufficient stamina, both physical and mental, to work double shifts during snow emergencies.

3. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers in person or over a radio.

4. Sufficient color vision, depth perception, distance and peripheral vision to safely operate vehicles and equipment in all weather conditions; sufficient dexterity to safely operate powered and manual street maintenance tools; sufficient hearing to understand verbal instructions, respond to questions from the public and hear traffic in work areas.

5. Sufficient personal mobility that permits the employee to operate required equipment safely in all types of weather and a variety of road conditions.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, safety vest, hearing protection, gloves and hardhat.

2. Must comply with City of Waterloo Residency Policy for Critical Employees (must live within 30-mile radius of Waterloo City Hall within period as determined by department head). Must maintain a local telephone number where can be contacted quickly.

3. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.

4. Must submit to and pass Civil Service examination procedures including an equipment test involving Street Department vehicles and equipment operated in this classification and a panel interview.

WORK SCHEDULE

Will be assigned a shift that is 7:00 a.m.-3:00 p.m. or 3:00 p.m.-11:00 p.m. or 11:00 p.m.-7:00 a.m. Will generally work Monday through Friday with twenty-minute paid lunch. Will be required to respond to emergency calls on weekends, evenings and holidays generally caused by weather. There may be significant overtime during severe snow emergencies or flooding.

EXAMINATION INFORMATION

EQUIPMENT EXAMINATION

All qualified applicants who apply by the deadline date will be required to participate in an equipment examination that will test skills in operating equipment used in this job classification. An applicant must receive a minimum of 80 out of 100 points to achieve a passing score on the equipment examination. The equipment examination will count 60% of the overall test score.

ORAL EXAMINATION

Those applicants who pass the equipment examination will be required to appear before an oral examination panel consisting of a minimum of three people who have expertise in the areas being tested. An applicant must receive a minimum average score of 60 points out of 100 to achieve a passing score on the oral examination. The oral examination will count 40% of the overall test score. The top applicants, as ranked by their scores as determined by combining 60% of the equipment examination score with 40% of the oral examination score will be the individuals placed on the certified lists. Appointment is contingent on passing a physical examination including a drug test and possession of a good driving record based on the City of Waterloo driver performance criteria. Applicants who qualify as outlined and who are full time regular employees of the City of Waterloo will have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the military or naval forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability.

TESTING DATE

All qualified applicants who apply by the deadline date will be notified of the time, place and date of the examinations.

A.A./E.E.O.
Minority, female & disabled individuals are encouraged to apply.

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 3/7/2022
Prepared:

ATTACHMENTS:

	Description	Type
🗋	Bonds for council approval 3/7/2022	Backup Material

SUBJECT: Bonds.

BONDS FOR COUNCIL APPROVAL
March 7, 2022

RIGHT OF WAY CONSTRUCTION BOND — AMOUNT $15,000.00

7900384431	ALAN EVEN DBA AL'S COUNTRY CONSTRUCTION LLC	JESUP, IA
7900370807	ANTHONY FISCHELS	HUDSON, IA
IA 566225	B & B BUILDERS CONCRETE, INC.	WATERLOO, IA
IA5255330	BARRY SMITH GRADING & EXCAVATING, INC.	WAVERLY, IA
7900452170	BENTON SAND & GRAVEL, INC.	CEDAR FALLS, IA
7900452202	BERGEN PLUMBING, INC.	WATERLOO, IA
IA 601517	BRADLEY COLVIN	WATERLOO, IA
41BSBIT4743	BRAUN INTERTEC CORPORATION	MINNEAPOLIS, MN
7900428147	BROCK EVEN CONSTRUCTION LLC	JESUP, IA
IA 559897	CARDINAL CONSTRUCTION INC.	WATERLOO, IA
IA 5249131	CHAD KELLEY DBA KELLEY CONTRACTING LLC	EVANSDALE, IA
7900314398	COUNTRY BUILDERS	JANESVILLE, IA
55-219400	DAVE SCHMITT CONSTRUCTION COMPANY, INC.	CEDAR RAPIDS, IA
IA 573467	EARNEST BENNETT	WATERLOO, IA
7900402302	FAILOR HURLEY CONSTRUCTION	WATERLOO, IA
IA 590430	HOFFMAN & HOFFMAN TRENCHING, INC.	CEDAR FALLS, IA
7900452185	HUFF CONTRACTING, INC.	WATERLOO, IA
IA 572115	HURST & SONS CONTRACTORS, INC.	WATERLOO, IA
7900452206	IOWA HEARTLAND HABITAT FOR HUMANITY	WATERLOO, IA
IA 580340	LARSON CONSTRUCTION CO., INC.	INDEPENDENCE, IA
IA5561924	LOCAL UNDERGROUND LLC	CENTER POINT, IA
IA 550121	MAGEE CONSTRUCTION	CEDAR FALLS, IA
IA 594846	MANATT'S, INC.	BROOKLYN, IA
7900452193	MARK RUSSELL DBA RUSSELL CONSTRUCTION	WATERLOO, IA
IA 537826	MARTINSON CONSTRUCTION CO., INC.	WATERLOO, IA
7900452208	MATTHIAS LANDSCAPE COMPANY, INC.	WATERLOO, IA
IA 580415	OPERATION THRESHOLD, INC.	WATERLOO, IA
7900452183	OWEN CONTRACTING, INC.	CEDAR FALLS, IA
2171184	PRICE INDUSTRIAL ELECTRIC, INC.	ROBINS, IA
7900418812	VAN WECHEL INC. DBA PRECISION CONCRETE	GRUNDY CENTER, IA
7901084894	REX CONCRETE, INC.	CEDAR RAPIDS, IA
3402041	SAFET PILIPOVIC	WATERLOO, IA
IA5287962	STEEGE CONSTRUCTION, INC.	WAVERLY, IA
IA5645822	STOREY KENWORTHY COMPANY, INC.	DES MOINES, IA
S455721	SWICK CABLE CONTRACTORS, INC.	ELY, IA
016069339	TELCOM CONSTRUCTION, LLC	CLEARWATER, MN
7900452199	TOM GIBERSON DBA TOTAL MASONRY	CEDAR FALLS, IA
7900452201	TURN KEY ASSOCIATES, LLC	WATERLOO, IA
2130539	VIETH CONSTRUCTION CORPORATION	CEDAR FALLS, IA
IA5457413	WNADGL, LLC	CEDAR FALLS, IA
IA 53809	YOUNG PLUMBING & HEATING CO.	WATERLOO, IA

CITY OF WATERLOO

Council Communication

General Obligation Bonds - ECP-UR 2 - The issuance of not to exceed $3,500,000.00 General Obligation Bonds for essential corporate urban renewal purposes.

City Council Meeting: 3/7/2022
Prepared: 2/17/2022

ATTACHMENTS:

Description	Type
Council Comm Convention Center Bond Issue	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 instituting proceedings to take additional action for the issuance of not to exceed $3,500,000.00 General Obligation Bonds.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Recommended Action:	ECP-UR 2 – Not to exceed $3,500,000 General Obligation Bonds (ECP-UR 2) for essential corporate urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plans for the Downtown Waterloo Urban Renewal and Redevelopment Area, such as those costs associated with the improvement, reconstruction, equipping and repair of the Waterloo Convention Center and surrounding plaza and pedestrian area.
Summary Statement:	These bonds are expected to sold this spring. Hearing authorization is needed now in order to execute a contract for the plaza improvements. It's critical to begin construction as soon as possible in order to complete the work by September 1, 2022. We have set the hearing authority higher than the bond amount expected to be sold to provide flexibility.
Data/Analysis and Strategies:	The issuance of bonds commits the City to future repayment.
Expenditure Required/Source of Funds:	The principal and interest will be required to be repaid in the future using property taxes through the city's debt service levy.
Alternative:	The City could choose not to sell bonds and not proceed with the projects.

CITY OF WATERLOO, IOWA

CITY CLERK AND FINANCE DEPARTMENT

KELLEY FELCHLE • *City Clerk* MICHELLE WEIDNER, CPA • *Chief Financial Officer*

Mayor
QUENTIN HART

COUNCIL MEMBERS

MARGARET KLEIN
Ward 1

JONATHAN GREIDER
Ward 2

PATRICK MORRISSEY
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

SHARON JUON
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: March 7, 2022
Prepared: February 17, 2022
Dept. Head Signature: Michelle Weidner

Number of Attachments: None

SUBJECT: Convention Center Plaza Improvements Bond Issue Hearing

Submitted by: Michelle Weidner, Chief Financial Officer

Recommended City Council Actions:

Adopt resolutions to provide authorization for the proposed issuance of bonds for the Waterloo Convention Center plaza and pedestrian improvements project:

ECP-UR-1 – Not to exceed $3,500,000 General Obligation Urban Renewal Bonds (ECP-UR-6) for essential corporate urban renewal purposes, to provide funds to pay the costs of aiding in the planning, undertaking and carrying out of urban renewal projects under the authority of Chapter 403 and the Urban Renewal Plans for the Downtown Waterloo Urban Renewal and Redevelopment Area, such as those costs associated with the improvement, reconstruction, equipping and repair of the Convention Center and surrounding plaza and pedestrian area.

Summary Statement: These bonds are expected to sold this spring. Hearing authorization is needed now in order to execute a contract for the plaza improvements at the Waterloo Convention Center. It's critical to begin construction as soon as possible in order to complete the work by September 1, 2022. We have set the hearing authority higher than the bond amount expected to be sold to provide flexibility.

Expenditure Required: The principal plus interest will be required to be repaid in the future.

Source of Funds: Repayment will be made from property taxes, using the city's debt service levy.

Policy Issue: The issuance of bonds commits the city to future repayment.

Alternative: The City could choose not to sell bonds and not proceed with the projects.

CITY OF WATERLOO

Council Communication

Request by Top Notch Tile and Construction for a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 4,800 square foot building as phase 1 and three future phases which total 19,200 square feet for future building expansions at property located Northeast of 2510 Leversee Road, on Warp Drive.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

Description	Type
City Council Packet	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 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 a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 4,800 square foot building as phase 1 and three future phases which total 19,200 square feet for future building expansions at property located Northeast of 2510 Leversee Road, on Warp Drive.
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

The applicant is requesting to construct a new 4,800 square foot facility that is 1,600 feet northeast of the Leversee Road and Lake Street intersection on newly platted Warp Drive. The 3.44 acre parcel on which the building will be constructed is currently owned by the City of Waterloo.

The area in question has been zoned "M-2,P" Planned Industrial District since March 13,1995, when the land was rezoned from "A-1" Agricultural District. Surrounding land uses and their zoning designations are as follows:

Land to the north, south, east, and west are zoned "M-2,P" Planned Industrial District and contains the Waterloo Regional Airport.
Land to the west of Leversee Road is the City of Cedar Falls and is mostly vacant agricultural land with some residential.

Summary Statement:

The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

The applicant is requesting to construct a 60' X 80' (4,800 square foot) building with bathroom, storage space, porch, and three overhead doors. The site will also contain parking and landscaping. There are also plans for three future phases that will contain 19,200 square feet for future building expansions as shown on the site plan.

The Planning and Zoning Commission at their regular meeting on February 8, 2022 unanimously approved the request.

Therefore, staff recommends that the request for site plan amendment in the "M-2,P" Planned Industrial District, be approved for the following reasons:

1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would not appear to have a negative impact upon the surrounding area.

The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Leversee Road, which is a minor arterial and Warp Drive which is a local road.

The request to construct the tile/construction facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.

No buffers would be required. The applicant will need to submit and execute a landscaping plan for the site during the building permit approval process.

It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in the area if proper storm water detention techniques are put in place.

Neighborhood Impact:

The surrounding area has been designed and will be developed as an industrial park. This site will be the first industrial building west of the airport and north of West Airline Highway.

No portion of the property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0166F, dated July 18, 2011.

Warp Drive is a paved road and there is a 12' sewer main along Leversee Road and Warp Drive. There is also a 12" water main along Leversee Road and an 8" water main along Warp Drive.

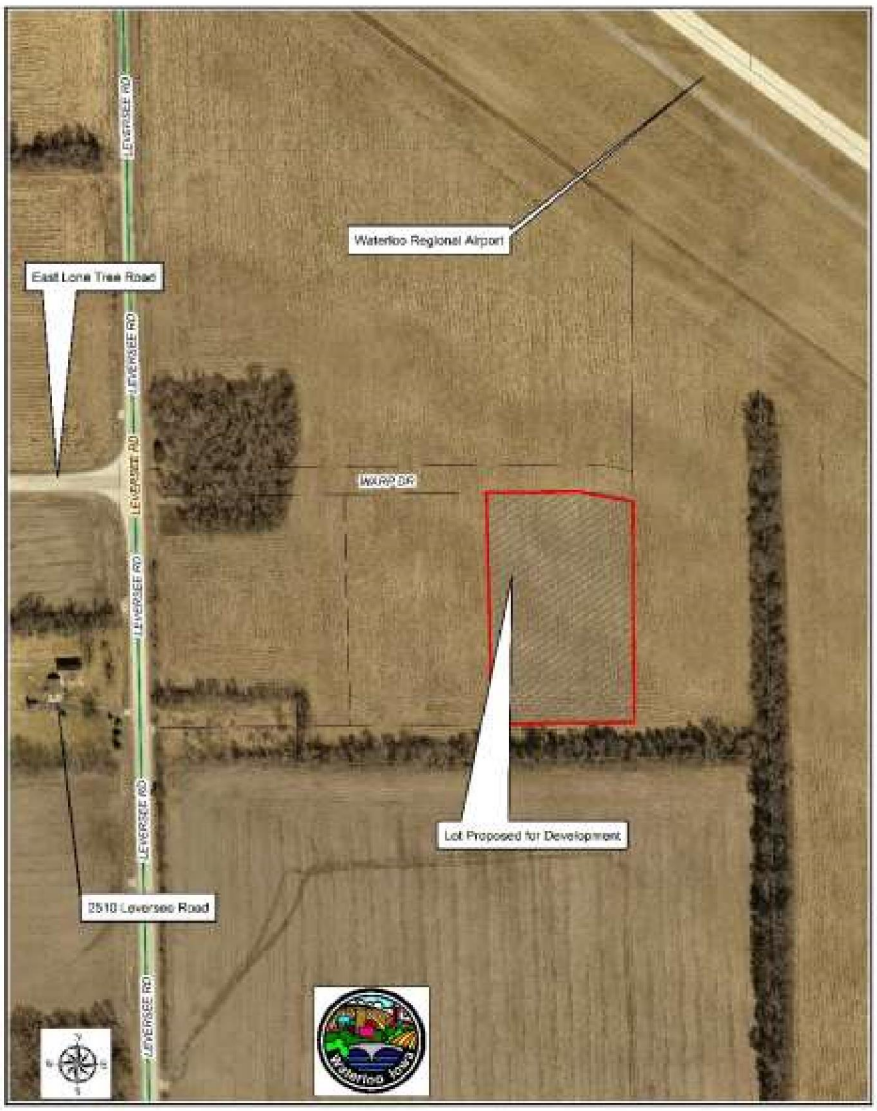
The area in question is zoned “M-2,P” Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building locations. It is also intended that such industrial parks be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effect upon adjacent properties in other zoning districts.

Data/Analysis and Strategies: Economic Development and Land Use.

Expenditure Required/Source of Funds: None

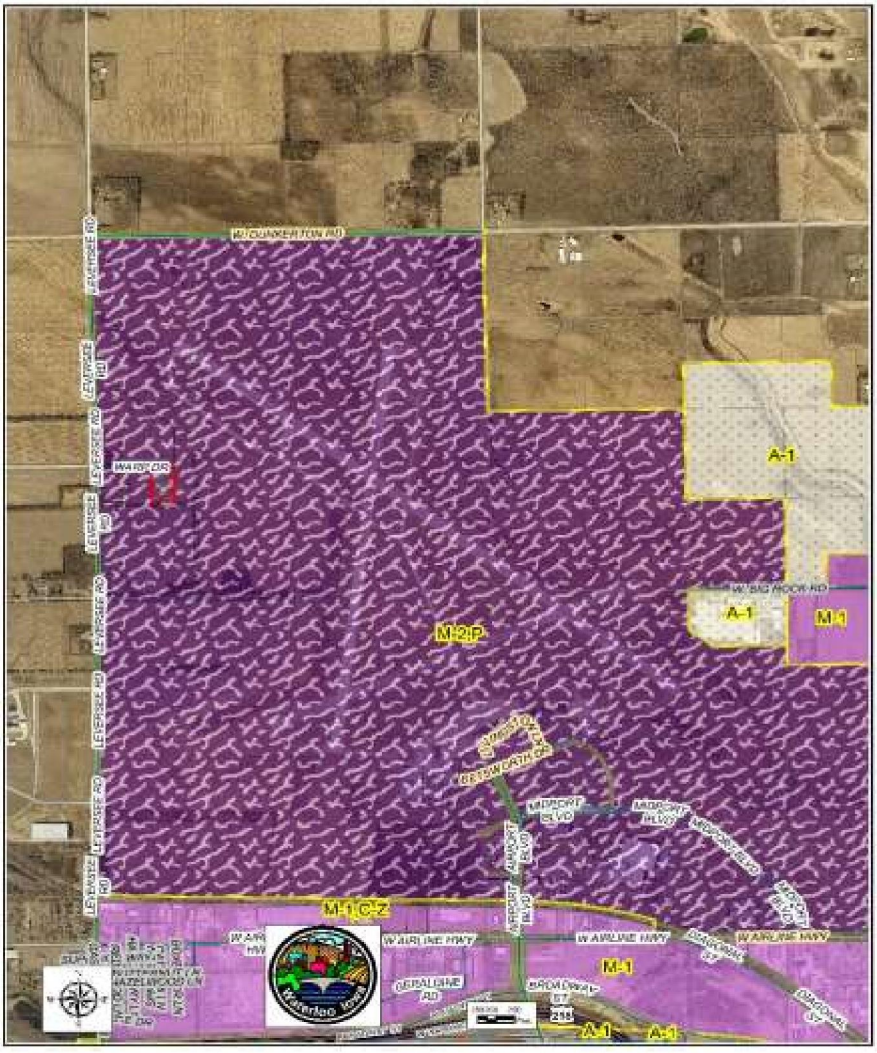
Legal Descriptions: Lot 3, Waterloo Air and Rail Park 1st Addition.

REQUEST:	Request by Top Notch Tile and Construction for a site plan amendment to the “M-2,P” Planned Industrial District to allow for the construction of a 60’ X 80’ (4,800 square foot) building as phase 1 and three future phases which total 19,200 square feet for future building expansions at Northeast of 2510 Leversee Road, on Warp Drive.
APPLICANT(S):	Top Notch Tile and Construction, LLC, 1101 Fleur Drive, Waterloo, Iowa 50701
GENERAL DESCRIPTION:	The applicant is requesting to construct a new 4,800 square foot facility that is 1,600 feet northeast of the Leversee Road and Lake Street intersection on newly platted Warp Drive. The 3.44 acre parcel on which the building will be constructed is currently owned by the City of Waterloo.



SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to construct the tile/construction facility would appear to have a positive impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.

VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Leversee Road, which is a minor arterial and Warp Drive which is a local road.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no trails or sidewalks in the immediate project area. None are recommended for the site development.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “M-2,P” Planned Industrial District since March 13,1995, when the land was rezoned from “A-1” Agricultural District. Surrounding land uses and their zoning designations are as follows: Land to the north, south, east, and west are zoned “M-2,P” Planned Industrial District and contains the Waterloo Regional Airport. Land to the west of Leversee Road is the City of Cedar Falls and is mostly vacant agricultural land with some residential.



BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required. The applicant will need to submit and execute a landscaping plan for the site during the building permit approval process.
DRAINAGE:	It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in the area if proper storm water detention techniques are put in place.
DEVELOPMENT HISTORY:	The surrounding area has been designed and will be developed as an industrial park. This site will be the first industrial building west of the airport and north of West Airline Highway.
FLOODPLAIN:	No portion of the property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0166F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools in close proximity to the site. There are no parks in the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	Warp Drive is a paved road and there is a 12’ sewer main along Leversee Road and Warp Drive. There is also a 12” water main along Leversee Road and an 8” water main along Warp Drive.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to construct a 60’ X 80’ (4,800 square foot) building with bathroom, storage space, porch, and three overhead doors. The site will also contain parking and landscaping. There are also plans for three future phases that will contain 19,200 square feet for future building expansions as shown on the site plan. The area in question is zoned “M-2,P” Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building locations. It is also intended that such industrial parks be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effect upon adjacent properties in other zoning districts. The building will sit approximately 86’ back from Warp dive, approximately 75’ from the west property line, and

approximately 165 feet from the east property line. There are parking stalls for staff and customer parking along the north side of the lot.

The Planning and Zoning Commission at their regular meeting on February 8, 2022 unanimously approved the request.



Picture 1: Lot being proposed for development.



Picture 2: Looking south from Warp Drive



Picture 3: Looking west toward Leversee Road and East Lone Tree Road.



Picture 4: Looking east from Leversee Road along Warp Drive.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

There is no additional platting needed for the request, as the area for the project has been previously platted.

TECHNICAL REVIEW COMMITTEE:

The technical review committee did not have any concerns regarding phase 1, but the fire department noted additional road access will be required for future phases.

STAFF RECOMMENDATION:

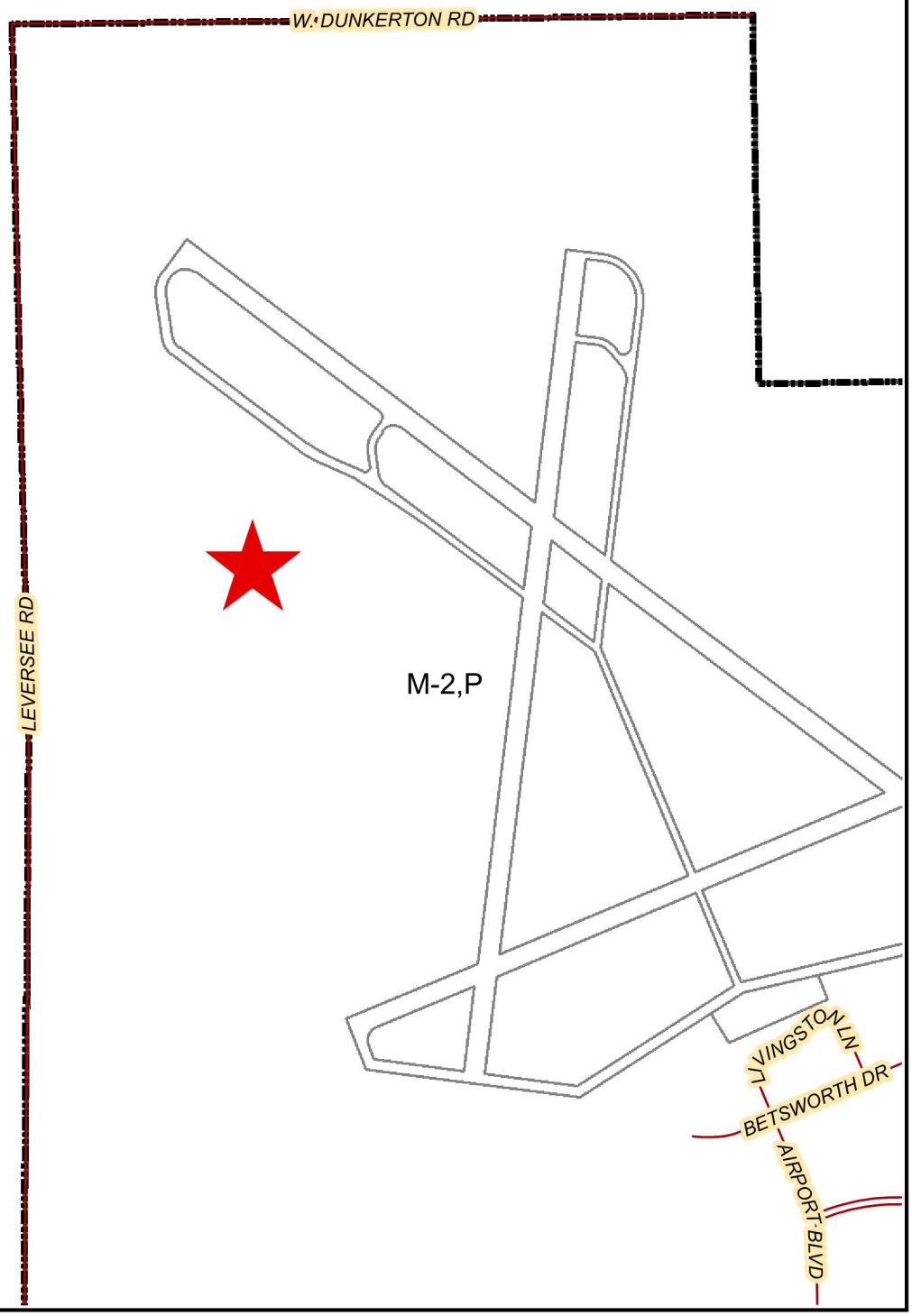
Therefore, staff recommends that the request for site plan amendment in the “M-2,P” Planned Industrial District, be approved for the following reasons:

1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would not appear to have a negative impact upon the surrounding area.

And with the following conditions(s):

1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, setbacks, etc.

City of Waterloo Planning, Programming and Zoning Commission
February 11, 2022



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Feet

Waterloo Iowa

Northeast of 2510 Leversee Road
at the east end of Warp Drive
Site Plan Amendment to "M-2,P"
Top Notch Tile & Constructioin

City of Waterloo Planning, Programming and Zoning Commission
February 11, 2022



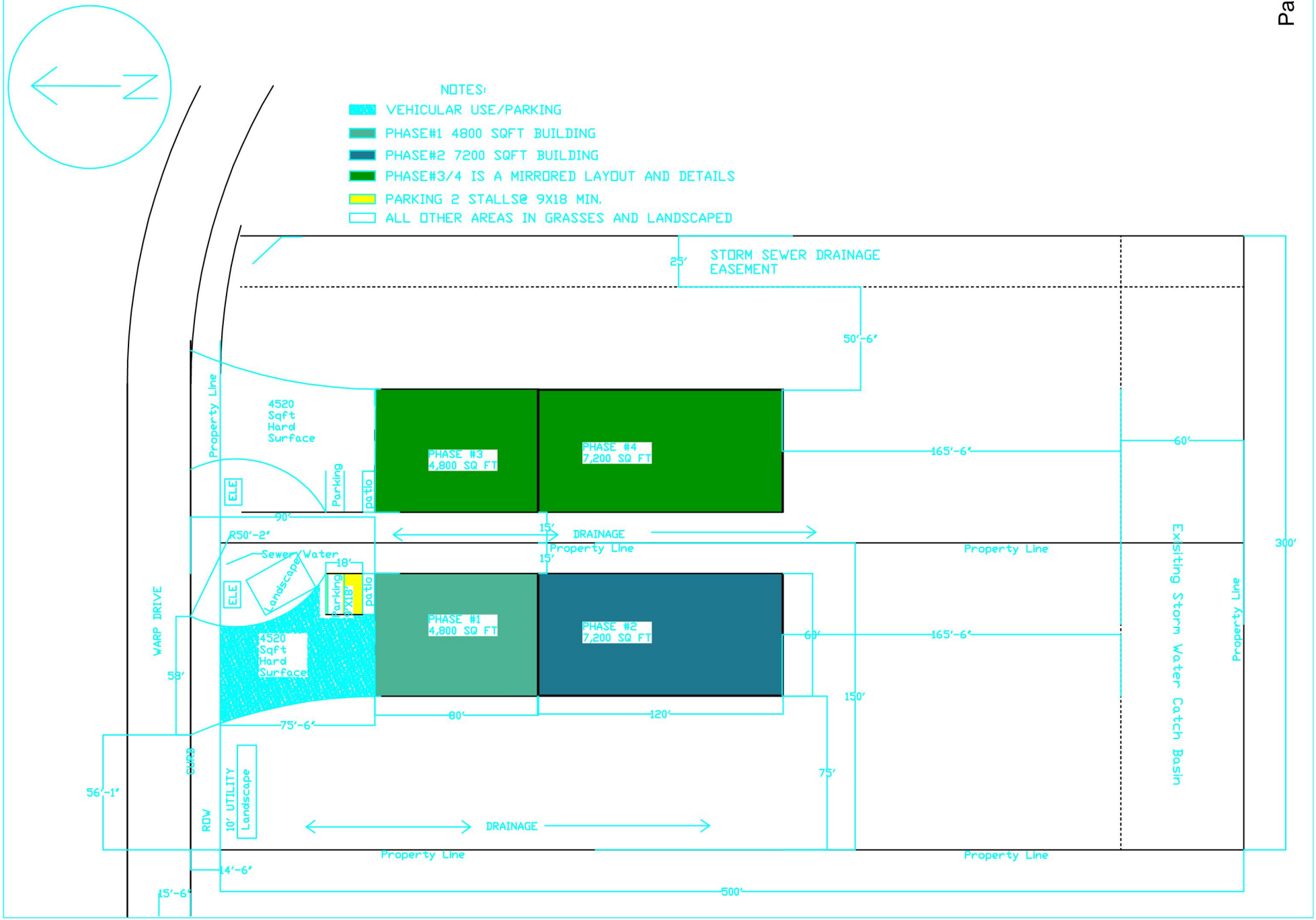
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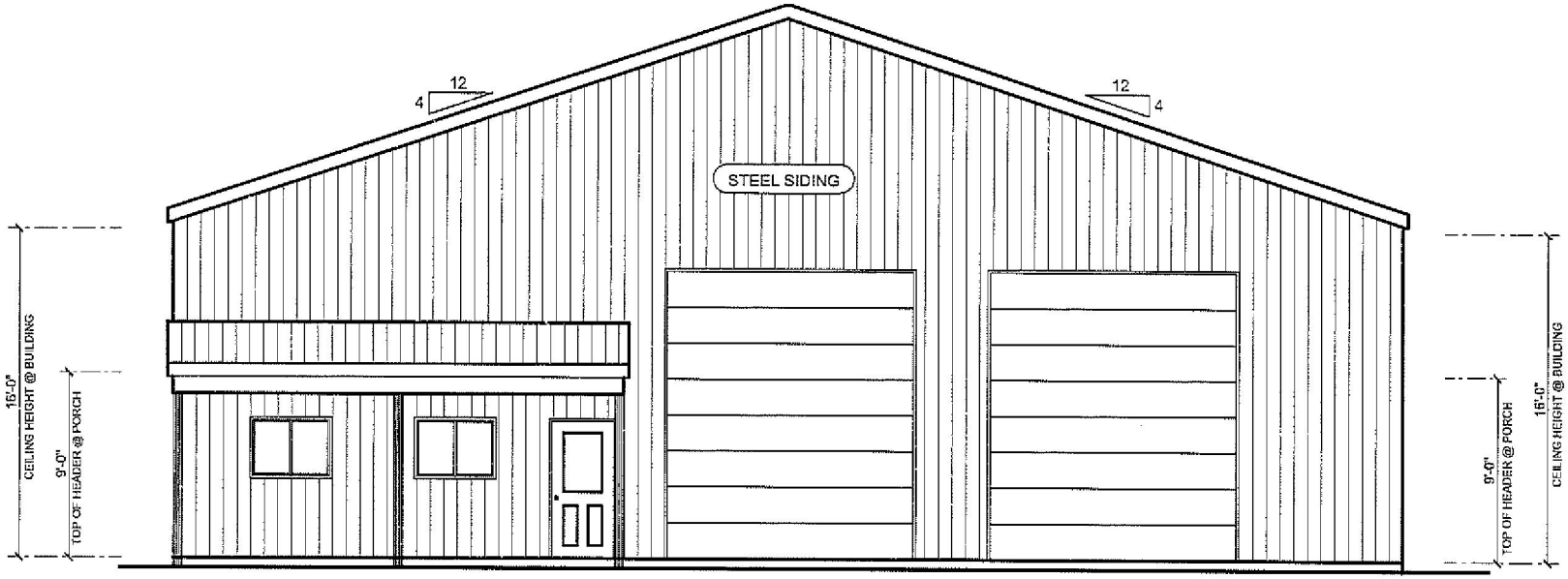
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Feet

Waterloo Iowa

Northeast of 2510 Leversee Road
Site Plan Amendment to "M-2,P"
Top Notch Tile & Construction

180 WARP DRIVE LOT#3 WATERLOO AIR AND RAIL PARK 1ST ADDITION





60'-0" x 80'-0" -- NORTH ELEVATION

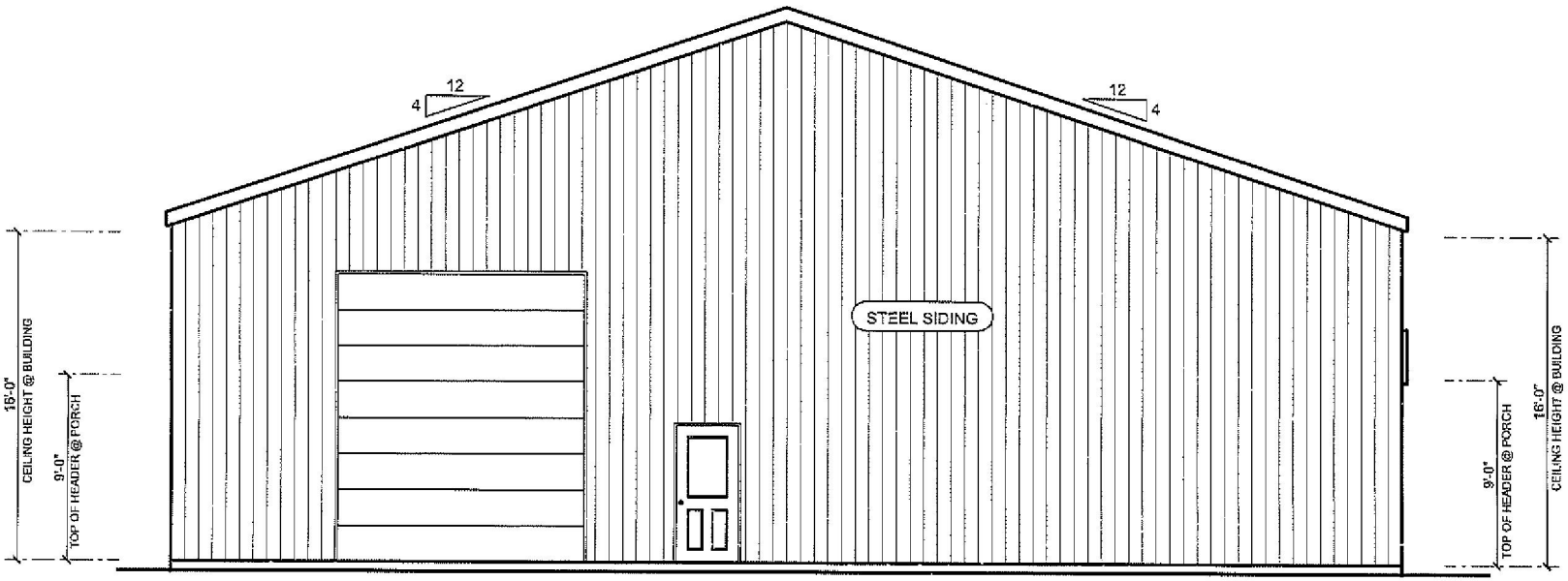
JUSTIN SCHMITZ POLE BUILING

SPAHN & ROSE JESUP, IA

12-7-21

JUSTIN SCHMITZ – (319) 269 - 2887
JNKSCHMITZ@MSN.COM

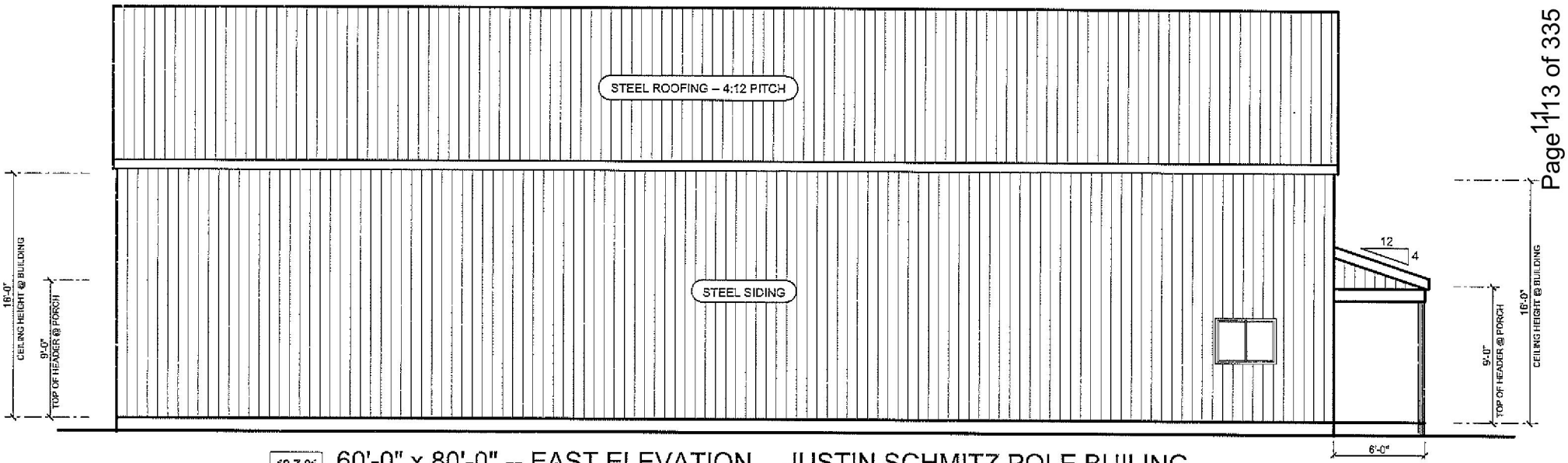
THESE PLANS ARE BEING FURNISHED BY SPAHN & ROSE LUMBER COMPANY BY CRAFTSMEN WHO ARE NOT LICENSED ARCHITECTS OR ENGINEERS. CONSTRUCTION FROM THESE PLANS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A CONSTRUCTION PROFESSIONAL. SPAHN & ROSE LUMBER CO. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE GENERAL CONTRACTOR AND/OR OWNER SHALL ASSUME FULL LIABILITY FOR ACTUAL FIELD DIMENSIONS, DETAILS, CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE AND LOCAL CODES AND ORDINANCES. SPAHN & ROSE LUMBER CO. ACCEPTS NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONSTRUCTOR. CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. USERS OF THESE PLANS UNDERSTAND AND AGREE THAT NO WARRANTIES HAVE BEEN PROVIDED, EXPRESS NOR IMPLIED AND SPAHN & ROSE LUMBER CO. DECLINES ANY AND ALL CLAIMS FOR FAULTY WORKMANSHIP.



60'-0" x 80'-0" -- SOUTH ELEVATION

JUSTIN SCHMITZ POLE BUILING

SPAHN & ROSE JESUP, IA

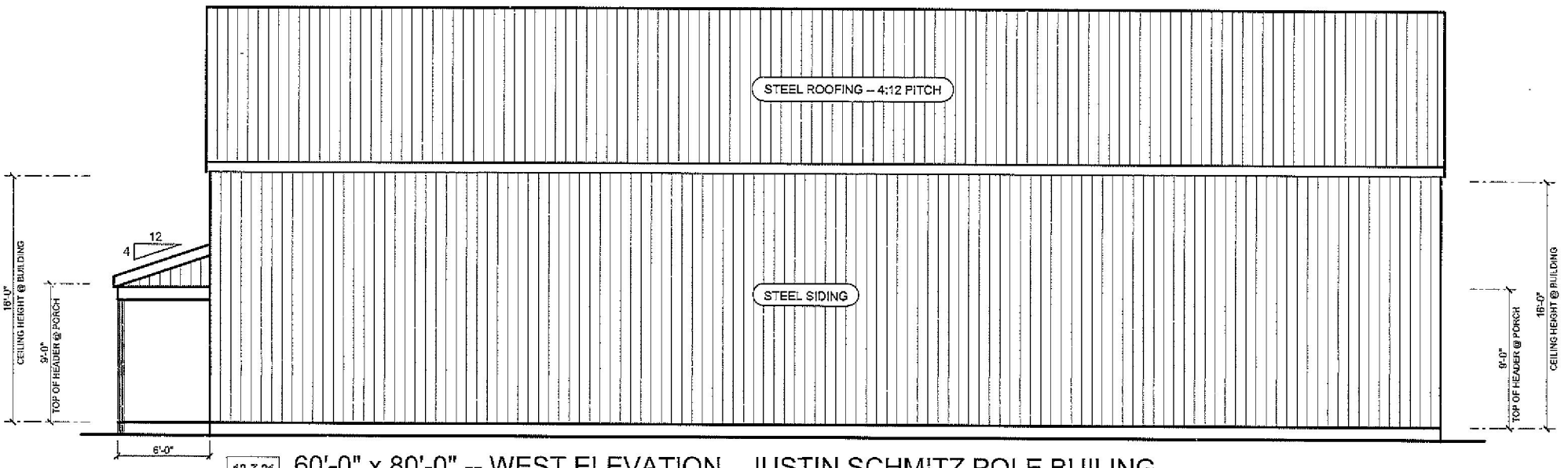


12-7-21 60'-0" x 80'-0" -- EAST ELEVATION JUSTIN SCHMITZ POLE BUILING

SPAHN & ROSE JESUP, IA

JUSTIN SCHMITZ – (319) 269 - 2687
JNKSCHMITZ@MSN.COM

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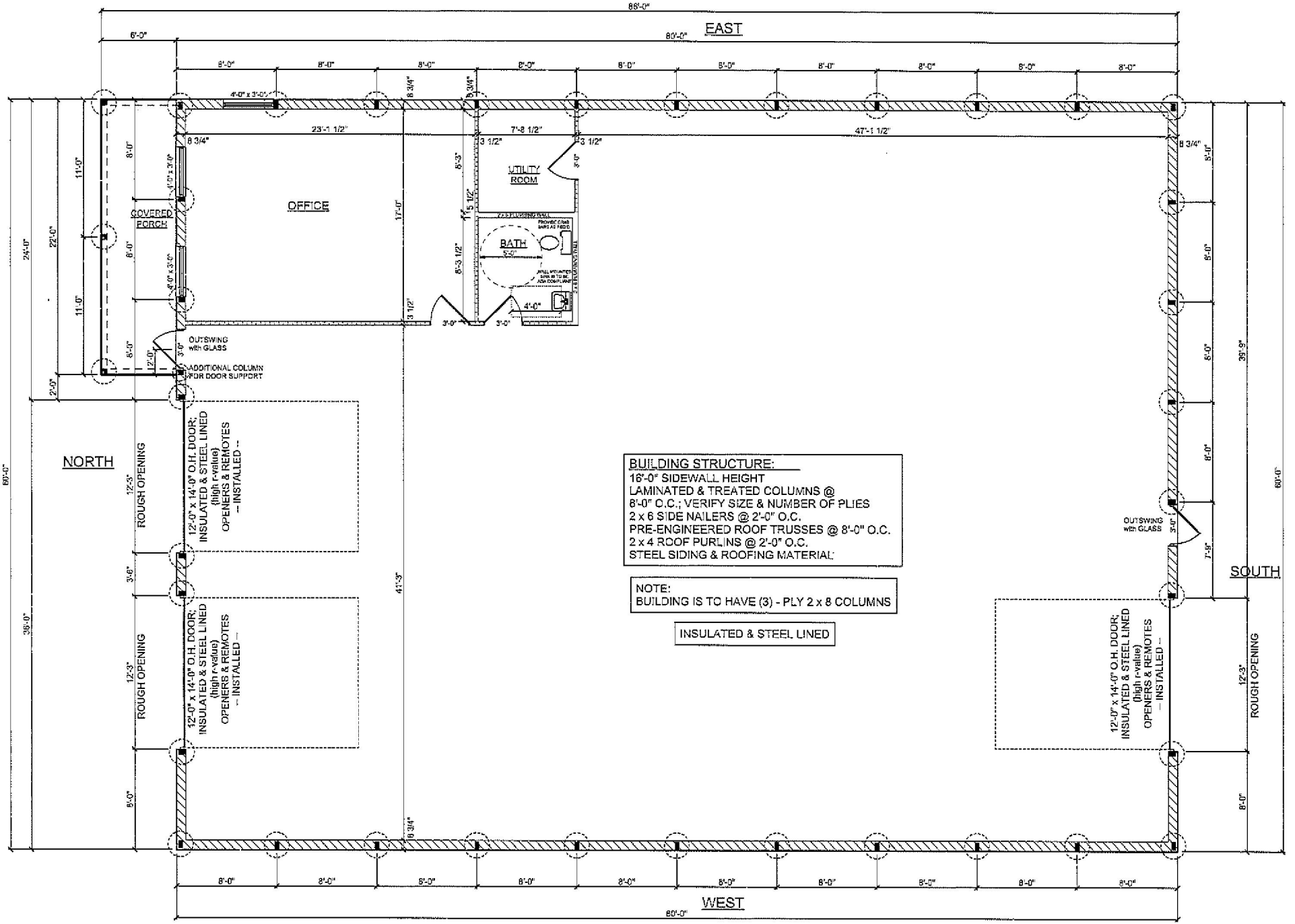


12-7-21 60'-0" x 80'-0" -- WEST ELEVATION JUSTIN SCHMITZ POLE BUILING

SPAHN & ROSE JESUP, IA

JUSTIN SCHMITZ – (319) 269 - 2687
JNKSCHMITZ@MSN.COM

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60'-0" x 80'-0" -- POLE LAYOUT

JUSTIN SCHMITZ POLE BUILING

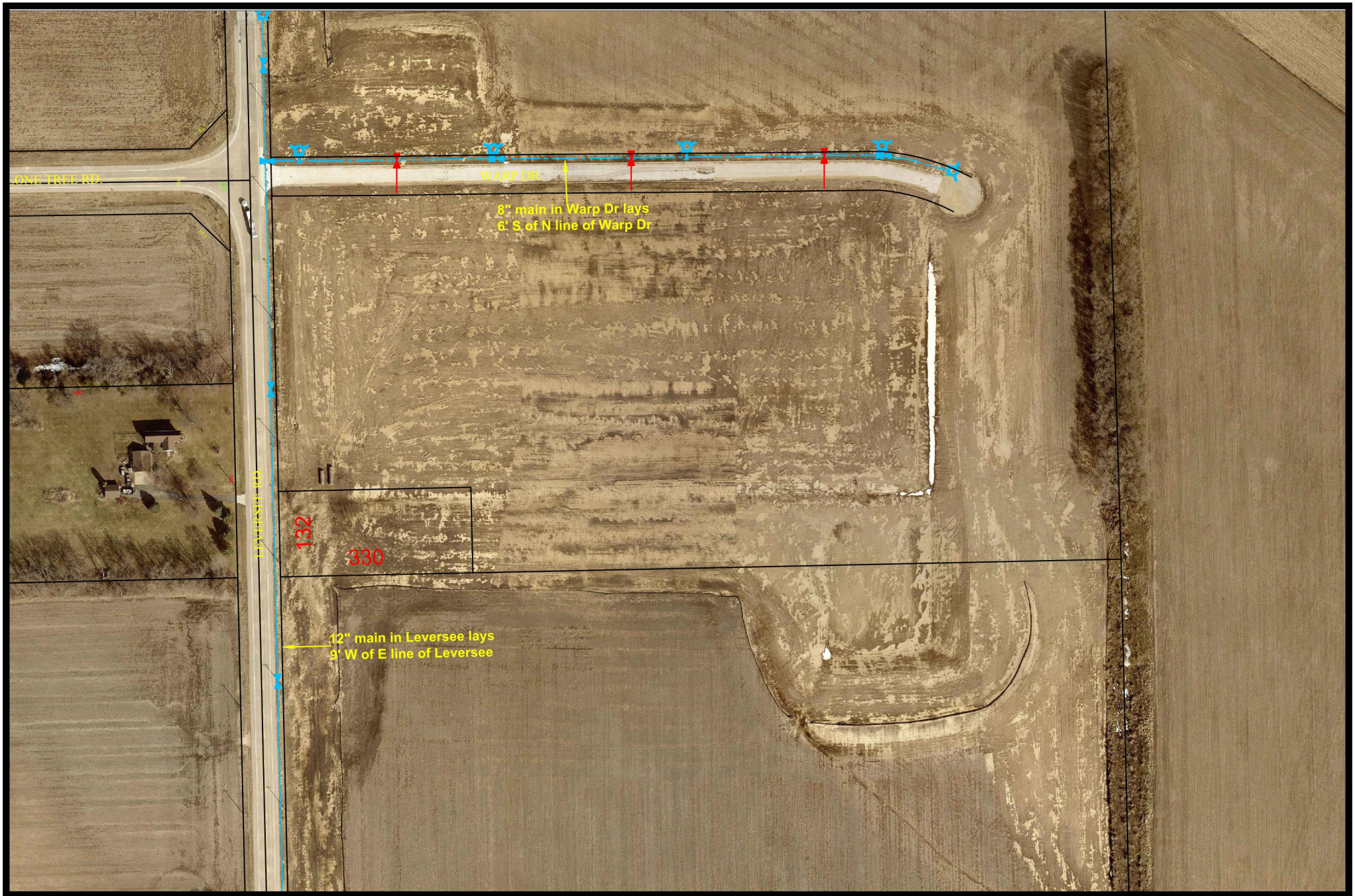
SPAHN & ROSE JESUP, IA

12-7-21

JUSTIN SCHMITZ – (319) 269 - 2887
JNKSCHMITZ@MSN.COM

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VERIFY LOCATION & END USE OF BUILDING FOR PROPER DESIGN OF BUILDING COMPONENTS; CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE & LOCAL CODES & ORDINANCES SHOULD BE VERIFIED BY A LICENSED ENGINEER OR ARCHITECT



PLEASE NOTE

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 OR THE WATERLOO WATER WORKS OR THEIR EMPLOYEES. BLACK HAWK COUNTY AND THE WATERLOO WATER WORKS MAKES NO WARRANTY, EXPRESSED OR IMPLIED AS TO THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP, AND EXPRESSLY DISCLAIMS LIABILITY FOR THE ACCURACY.

WATERLOO WATER WORKS

325 Sycamore Street
P O Box 27
Waterloo, Iowa 50704
Ph 319-232-6280 Fax 319-232-1962

13

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 X
Individual Building ____
Minor change ____ (check one) (Minor Change must be approved by staff)

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Top Notch Tile and Construction LLC.
Address: 1101 Fleur Drive Phone (319) 269-2887 Fax: ____
City: Waterloo State: Iowa Zip: 50701
Email: Inkschmitz@msn.com

b. Status of applicant: (a) Owner ____ (b) Other X (CHECK ONE): If other explain: Working with Noel Anderson on Deed Agreement

c. Property owner's name if different than above (please print): City of Waterloo
Address: 715 Mulberry St Phone: 291-4366 Fax: ____
City: Waterloo State: ____ Zip: 50703
Email: ____

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: Approximately 700' East of the intersection of Leversee Ln / Lone Tree Rd Intersection
b. Legal description of property or portion to be amended: Lot 3, Waterloo Air and Rail Park 1st Addition.
c. Dimensions of proposed site plan amendment: ____
d. Area of proposed site plan amendment: ____
e. Current zoning: M-2, P
f. Reason(s) for site plan amendment and proposed use(s) of property: New 4,800 SQ' Building for Construction Business and Future Expansions.
g. Conditions (if any) agreed to (does not affect existing conditions unless specified): ____
h. Other pertinent information (use reverse side if necessary): Received Approval of Early Access Agreement to Begin Prep of Land

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 1-6-22 Date
Signature of Owner 1.06.22 Date

CITY OF WATERLOO

Council Communication

Sale and conveyance of property located on the easterly end of Warp Drive, to Top Notch Tile and Construction, LLC, in the amount of $1.00, and approval of a Development and Minimum Assessment Agreement in the amount of $250,000.00, for the development of a 4,800 square foot building with additional phases.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

	Description	Type
🗋	Development Agreement	Backup Material
🗋	Site Plan	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 approving the sale and conveyance of city owned property located southeast of the intersection of Leversee Road and Lone Tree Road, in the amount of $1.00, to Top Notch Tile and Construction, LLC, and authorizing the Mayor and City Clerk to execute necessary documents. Resolution approving a Development and Minimum Assessment Agreement, in the amount of $250,000.00 with Top Notch Tile and Construction, LLC, 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:	The City of Waterloo has recently constructed Warp Drive for smaller lot development in the Waterloo Air and Rail Park. This northern end of the industrial park is set up for non-rail using industries and businesses. Top Notch Construction will be the first new business to locate on Warp Drive.
Neighborhood Impact:	The beginning project of the industrial area will help to draw additional development and tax base for the City of Waterloo.
Data/Analysis and Strategies:	The City of Waterloo has been working to create shovel-ready lots and industrial parks. This project will help to continue that trend forward.
Implementation, Accountability, and Communication:	Notice was sent out, per State Code, for the Site Plan Amendment process for this process. No concerns from neighbors, etc. were received.
Community Engagement Methods:	Notice was sent out, per State Code, for the Site Plan Amendment process for this process. No concerns from neighbors, etc. were received.
Expenditure Required/Source of	None

Funds:	
Alternative:	Not approve
Legal Descriptions:	The Westerly one-half of Lot 3, Waterloo Air and Rail Park, 1st Addition, City of Waterloo, Black Hawk County, Iowa.

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

DEVELOPMENT AGREEMENT – Phased Development

This Development Agreement (the "Agreement") is entered into as of 2-7-22, by and between Top Notch Tile and Construction, 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, 2015, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area ("Urban Renewal Area").

B. Company is willing and able to finance and construct buildings and related improvements on property located in the Urban Renewal Area, which property is legally described on Exhibit "A" attached hereto (the "Project Property" or "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. **Sale of Property; Title.** Subject to the terms hereof, City shall convey to Company the Project Property for the sum of $1.00 (the "Purchase Price"). Conveyance 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 Project 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 Phase 1 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. **Phased Development.** The parties contemplate that Company will develop the Project Property in phases, each of which is generally described as follows, although more detailed plans for each phase will be developed at one or more future dates:

A. Phase 1. A commercial building of approximately 4,800 square feet (the "Phase 1 Improvements").

B. Phase 2. An addition or expansion to the Phase 1 Improvements of 7,200 square feet on the Project Property (the "Phase 2 Improvements").

Improvements to the Project Property completed within the schedule established by Section 4 below will be eligible for the benefits provided for in this Agreement, and any Phase of the Improvements not completed within the prescribed period will not be eligible for said benefits.

2.1. **Phase 3 Option.** Company shall have the option to acquire the real property described on Exhibit "A-1" attached hereto (the "Phase 3 Property") on the terms set forth in this Section. To exercise said option, Company shall deliver written notice of exercise to City within five (5) years from the date of this Agreement, or said option shall lapse. Upon City's receipt of said notice, the parties shall negotiate a new development agreement with respect to said project, pursuant to which Company shall construct a commercial building of no less than 4,800 square feet and related improvements at an agreed minimum assessed value, supported by such development incentives to which the parties may agree, including but not limited to Company's purchase of the Phase 3 Property from the City for the sum of $1.00.

3. **Improvements by Company.** Company shall construct on the Project Property the improvements described in Section 2 above, and related landscaping, paving, signage and parking improvements (collectively, 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. For each phase, 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 Project Property, the Improvements, and all site preparation and development-related work to make any of the Project Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

4. **Timeliness of Conveyance and Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Project Property, or to cause the Project Property to be conveyed, to Company and that without said commitment City would not do so.

A. Deadlines to commence and complete. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction on Phase 1 Improvements within six (6) months after the date of this Agreement (the "Phase 1 Start Date") and must complete construction within fourteen (14) months after the date of this Agreement (the "Phase 1 Completion Deadline"). If Company desires to undertake the Phase 2 Improvements, it must complete construction of same within twelve (12) months after commencement of construction (the "Phase 2 Completion Deadline") in order to qualify for the tax rebates set forth in Section 9. For any phase, completion of construction shall be evidenced by issuance of an occupancy permit.

B. Events triggering reverter of title. If, by the Phase 1 Start Date, Company has not in good faith begun construction of the Improvements upon the Project Property, then the City may terminate this Agreement following Company's failure to begin construction within thirty (30) days following written notice of default from City. If development has commenced by the Phase 1 Start Date or within any agreed period of extension, or with respect to Phase 2 such development has commenced, 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 completed by the respective Phase Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension the City may terminate this Agreement 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 for completion of Phase 1 Improvements, then City may terminate this Agreement following Company's failure to resume and diligently carry on construction to City's satisfaction within thirty (30) days following written notice of default from City. For clarification, Company's failure to timely complete construction of Phase 2 Improvements shall not trigger a reverter of title as to any of the Project Property.

5. **Reverter of Title; Indemnity.** In the event of any reverter of title, 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 Project Property that is 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 Project Property. ***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 Project Property of any type or nature whatsoever that attaches to the Project 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.

6. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any

Liens on the Project 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 Project Property or any part thereof for any purpose except in connection with financing of the Improvements.

7. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Project Property and for payment of any associated connection fees.

8. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Project Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Project Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $250,000.00 (the "Phase I Minimum Actual Value"), through:

(i) willful destruction of the Project Property, the Phase 1 Improvements, or any part of either;

(ii) a request to the assessor of Black Hawk County; or

(iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with execution and delivery of this Agreement. In connection with construction of Phase 2 Improvements, the parties will execute and record an amendment to the MAA for the purpose of increasing the Minimum Actual Value to an amount that reflects the value added by Phase 2 Improvements. The parties anticipate that Phase 1 Improvements and Phase 2 Improvements together shall have a minimum actual value of no less than $538,000.00.

9. **Phase 2 Tax Rebates.** Provided that Company has completed all Phase 1 Improvements and Phase 2 Improvements as contemplated by this Agreement before the respective Completion Deadline for each phase and has executed an amendment to the MAA as set forth in Section 8 above, City agrees to rebate property tax (with the exceptions noted below) with respect to Phase 2 Improvements, as follows:

Year One through Year Five	50% rebate each year

for any taxable value over the Minimum Actual Value of Phase 1 Improvements (each such payment is a "Rebate"). Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the Phase 2 Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of

$500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event the Improvements on the Property are completed prior to January 1, 2025 and the Property and Improvements are assessed as fully completed based on the Plans, as may be revised, the property taxes that would be assessed based on the January 1, 2025 assessed value would be for the Fiscal Year ending June 30, 2027, with the taxes payable one-half by September 30, 2026 and one-half by March 31, 2027, then the first Rebate could be applied for after March 31, 2027 and prior to April 1, 2028.

10. **Limitations on Payment of Rebates.**

A. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 9 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 9 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 9, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban

Renewal Plan.

11. **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 thereafter until the MAA termination date 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 substantial completion of the Improvements, 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. The Project Property will have a taxable value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the Project Property and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Project Property and phase Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Project Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Project Property and Improvements as set forth in the MAA and any amendments thereto.

F. Until termination of the MAA, Company will maintain, preserve and keep the Project 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.

G. During the period that any Rebate is payable to Company under this Agreement, 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 Project Property, and (2) it will make no conveyance, lease or other transfer of the Project Property or any interest therein that would cause the Project Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. 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 Project Property. 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 Project Property that is determined by any tax official to be applicable to the Project 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 Project Property.

12. **Conditions to City Funding.**

A. The complete or initial funding by City of the Rebates 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 Rebate 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 Rebate 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 Rebate 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 Rebate 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 Rebate payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 14 shall be true and correct as of the Rebate 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 Rebate 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.

13. **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.

14. **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.

15. **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 Project Property 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 Project 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 Project Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Project 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.

16. **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.

17. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Project 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.

18. **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, the Project 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 Project 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 or an MAA;

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 Project 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.

19. **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 Project Property or portion thereof as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of Company 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.

20. **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.

21. **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.

22. **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.

23. **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 1101 Fleur Drive, Waterloo, Iowa 50701, Attention: Manager.

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) three (3) 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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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

30. **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.

31. **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.

32. **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.

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____

Quentin M. Hart, Mayor

Attest: _____

Kelley Felchle, City Clerk

TOP NOTCH TILE AND CONSTRUCTION, LLC

By: _____

Justin Schmitz, Manager

PERSONAL GUARANTY. The undersigned members and/or managers of Company hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein, if any. Liability of guarantors hereunder is joint and several.

Justin Schmitz

2

EXHIBIT "A"

Legal Description of Project Property

The Westerly one-half of Lot 3, Waterloo Air and Rail Park, 1st Addition, City of Waterloo, Black Hawk County, Iowa.

2

EXHIBIT "A-1"

Legal Description of Phase 3 Property

The Easterly one-half of Lot 3, Waterloo Air and Rail Park, 1st Addition, City of Waterloo, Black Hawk County, Iowa.

2

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of 2-7-22, by and among the CITY OF WATERLOO, IOWA ("City"), Top Notch Tile and Construction, LLC ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property, as provided in the Development Agreement (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by the Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by the Company as a part of the Project shall not be less than $250,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the Completion Deadline stated in the Development Agreement. If the Minimum Improvements are not substantially completed by said date, then the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2033. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment

made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) 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, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

9. 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.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

CITY OF WATERLOO, IOWA

TOP NOTCH TILE AND CONSTRUCTION, LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Justin Schmitz, Manager

By: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, by Justin Schmitz as Manager of Top Notch Tile and Construction, LLC.

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, upon completion of improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land, building and equipment upon completion of the development shall not be less than Two Hundred Fifty Thousand Dollars ($250,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

_____

Assessor for Black Hawk County, Iowa

_____

Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

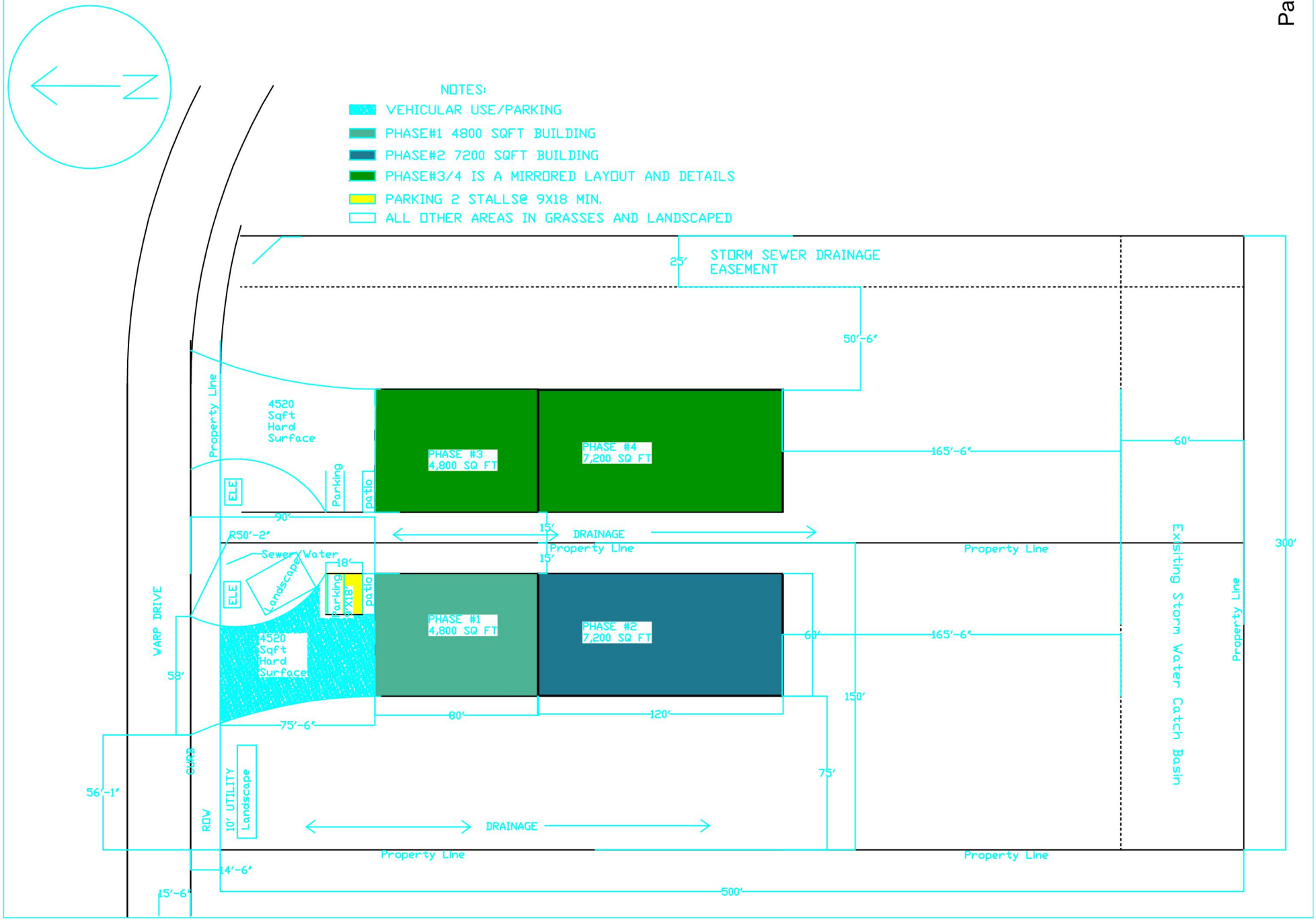
Subscribed and sworn to before me on _____, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____

Notary Public

2

180 WARP DRIVE LOT#3 WATERLOO AIR AND RAIL PARK 1ST ADDITION



CITY OF WATERLOO

Council Communication

FYE 2023 Budget Maximum Property Tax Levy Hearing

City Council Meeting: 3/7/2022
Prepared: 2/19/2022

ATTACHMENTS:

	Description	Type
	Maximum Published Levy Budget Hearing FYE23 Budget	Backup Material
	Maximum Published Levy Notice FYE23 Budget	Backup Material
	FY23 Budget Staff Requests	Backup Material

SUBJECT:

FYE 2023 Budget Maximum Property Tax Levy Hearing
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 approving the Maximum Property Tax Askings as defined under Iowa Code Section 384.15A in the amount of $39,094,486, an increase in applicable collections of $3,367,705, or 9.43% for the budget year ending June 30, 2023.

Submitted by: Submitted By: Michelle Weidner, Chief Financial Officer

This hearing was a new requirement beginning two years ago. We are now required to hold two hearings before adoption of the final budget. The property tax collections and rates for this levy must be approved prior to adopting the resolution to set the date of the second full budget hearing.

Data/Analysis and Strategies: Approving the publication of the maximum levy budget estimate establishes the maximum tax levy rate for the fiscal year ending June 30, 2023. The levy rate and expenditures by program can be reduced from the published maximum levy budget estimate, but cannot be increased. The maximum levy budget must be adopted by council a minimum of ten days prior to final budget hearing and budget adoption. Final budget adoption is required by March 31, 2022.

Alternative: According to the State Department of Management, if the budget isn't certified by March 31, 2022, the state would set the city's property taxes at the same amount of property tax dollars as were certified for the current year. There would likely also be an audit finding regarding noncompliance with state law regarding budget deadlines.

Mayor
QUENTIN HART

COUNCIL MEMBERS

JOHN CHILES
Ward 1

JONATHAN GRIEDER
Ward 2

NIA WILDER
Ward 3

JEROME AMOS, JR.
Ward 4

RAY FEUSS
Ward 5

ROB NICHOLS
At-Large

DAVE BOESEN
At-Large

Council Communication
City Council Meeting: March 7, 2022
Prepared: February 19, 2022
Dept. Head Signature:
Number of Attachments: None

SUBJECT: Set Hearing Date for FYE2023 Budget – Maximum Tax Levy

Submitted by: Michelle Weidner, CFO

Recommended City Council Action: Resolution approving the Maximum Property Tax Askings as defined under Iowa Code Section 384.15A in the amount of $39,094,486, an increase in total collections of $3,367,705, or 9.43%, for the budget year ending June 30, 2023.

Summary Statement: This hearing began to be required under Iowa Code Section 384.15A to notify the public of the maximum amount of property tax dollars the City is considering requesting for certain levies for the budget year ending June 30, 2023. This level of collections of $39,094,486 exceeds the prior year collections by $3,367,705, or 9.43%. A resolution approving the maximum property tax dollars must be approved prior to holding a second hearing approving the full budget. Because the total collections would increase by more than 2%, this requires a supermajority 2/3 vote of the council (5 positive votes).

Expenditure Required: None

Source of Funds: None

Policy Issue: A resolution adopting the maximum property tax levy for the year ending June 30, 2023 is required. The maximum amounts that can be levied for the levies covered by Codes Section 384.15A can be reduced after this approval, but cannot be increased. This amount must be approved prior to setting the hearing date for the final budget that will approve the total property tax levy and the full budget.

Alternative: According to the State Department of Management, if the budget isn't properly certified by March 31, 2022, the state would set the city's property taxes at the same amount of property tax dollars as were certified for the current year ($43,275,387 plus utility excise taxes of $1,365,176). That amount is $3,393,423 less than the maximum levy hearing amount. There would likely be an audit finding regarding noncompliance with state law regarding budget deadlines also.

Background Information: None

CITY NAME	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY	CITY CODE
Waterloo	Fiscal Year July 1, 2022 - June 30, 2023	07-054

Iowa Department of Management		Current Year Certified Property Tax 2021/2022	Budget Year Effective Property Tax 2022/2023**	Budget Year Proposed Maximum Property Tax 2022/2023	Annual % CHG
Regular Taxable Valuation	1	2,344,836,606	2,389,932,778	2,389,932,778	
Tax Levies:					
Regular General	2	$18,993,177	$18,993,177	$19,428,466	
Contract for Use of Bridge	3	$0	$0		
Opr & Maint Publicly Owned Transit	4	$1,462,588	$1,462,588	$1,521,092	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5	$0	$0		
Opr & Maint of City-Owned Civic Center	6	$0	$0		
Planning a Sanitary Disposal Project	7	$0	$0		
Liability, Property & Self-Insurance Costs	8	$1,630,969	$1,630,969	$1,707,249	
Support of Local Emer. Mgmt. Commission	9	$96,187	$96,187	$96,187	
Emergency	10	$633,106	$633,106	$645,282	
Police & Fire Retirement	11	$4,953,297	$4,953,297	$4,647,990	
FICA & IPERS	12	$2,178,526	$2,178,526	$2,178,526	
Other Employee Benefits	13	$5,778,931	$5,778,931	$8,869,694	
***Total 384.15A Maximum Tax Levy**	14	$35,726,781	$35,726,781	$39,094,486	9.43%
Calculated 384.15A MaximumTax Rate	15	$15.23636	$14.94886	$16.35798	

Explanation of significant increases in the budget:

Increased Personnel Costs $ 1,341,152

Increases in Commodities/Contriactual Costs, including ambulance service fees, liability issurance, worker's compensation insurance, MET $952,813

Less increased ambulance revenue, golf revenue, utility franchise fees, etc. $622,361 and less fund balance of $1,697,505

If applicable, the above notice also available online at:

https://www.cityofwaterlooiowa.com/FY2023budget

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

Staff Request Budget
2/15/22

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
5	PUBLIC SAFETY											
6	010-11-1100	POLICE OPERATIONS	1C	16,059,416	16,509,008	2.80%	1,128,642	1,128,642	14,930,774	15,380,366	449,592	3.01%
7	010-11-1105	POLICE COMPUTER SERVICE	1C	259,968	271,968	4.62%	0	0	259,968	271,968	12,000	4.62%
8	010-11-1200	PUBLIC SAFETY ADMINISTRATION	1C	0	0	0.00%	0	0	0	0	0	0.00%
9	200-11-1140	POLICE PENSION	1D	2,650,353	2,516,350	-5.06%	0	0	2,650,353	2,516,350	(134,003)	-5.06%
10	010-11-1150	POLICE GRANTS	1C	744,735	744,735	0.00%	744,735	744,735	0	0	0	0.00%
11	010-11-1150	POLICE GRANTS (DISCR H/M)	1C	0	0	0.00%	0	0	0	0	0	0.00%
12	010-11-1160	LAW ENFORCEMENT PROGRAMS	1C	963,483	963,483	0.00%	963,483	963,483	0	0	0	0.00%
13	010-11-1165	POLICE TOBACCO ENFORCEMENT	1C	5,500	5,500	0.00%	5,500	5,500	0	0	0	0.00%
14	010-01-1700	B.H. COUNTY EMA/SIREN MAINTENANCE	3C	96,187	96,187	0.00%	0	0	96,187	96,187	0	0.00%
15	010-12-1400	FIRE RESCUE	5C	10,529,861	11,116,283	5.57%	62,850	64,145	10,467,011	11,052,138	585,127	5.59%
16	010-12-1402	FIRE RESCUE CHARGEBACKS	5C	36,107	37,336	3.40%	36,107	37,336	0	0	0	0.00%
17	010-18-1405	FIRE-GARAGE PARTS & SERVICE	5C	183,764	202,133	10.00%	0	0	183,764	202,133	18,369	10.00%
18	200-12-1420	FIRE PENSION	5D	1,903,964	1,691,763	-11.15%	0	0	1,903,964	1,691,763	(212,201)	-11.15%
19	010-12-1412	FIRE RESTRICTED PROGRAMS	5C	25,305	25,305	0.00%	25,305	25,305	0	0	0	0.00%
20	010-12-1415	HAZARDS REGIONAL RESPONSE TRG PROG	5C	187,873	73,253	-61.01%	166,500	106,500	21,373	(33,247)	(54,620)	-255.56%
21	010-12-1425	FIRE SAFER GRANT	5C	284,192	336,924	18.56%	284,192	336,924	0	0	0	0.00%
22	010-12-1410	FIRE AMBULANCE SERVICE	6C	3,230,171	3,746,604	15.99%	3,608,500	4,009,500	(378,329)	(262,896)	115,433	-30.51%
23	200-12-1410	FIRE AMBULANCE SERVICE PENSION		398,980	439,877				398,980	439,877	40,897	10.25%
24	010-18-1411	AMBULANCE-GARAGE PARTS & SERVICE	6C	38,500	38,500	0.00%	0	0	38,500	38,500	0	0.00%
25	010-22-5100	BUILDING INSPECTION	7C	1,188,997	1,242,941	4.54%	1,518,965	1,563,669	(329,968)	(320,728)	9,240	-2.80%
26	010-22-5102	BLDG INSPECTION CHARGEBACKS (OUT)	7C	120,044	123,140	2.58%	120,044	123,140	0	0	0	0.00%
27	010-22-5102	BLDG INSPECTION CHARGEBACKS (IN)	7C	12,001	12,381	3.17%	12,001	12,381	0	0	0	0.00%
28												
29		TOTAL-PUBLIC SAFETY	11C	38,919,401	40,193,671	3.27%	8,676,824	9,121,260	30,242,577	31,072,411	829,834	2.74%
30		Less Fund 200		(4,953,297)	(4,647,990)				-	-	-	
31		TOTAL-GENERAL FUND		33,966,104	35,545,681							
32	PUBLIC WORKS											
33	010-07-7650	SIDEWALKS	12C	215,000	275,000	27.91%	215,000	275,000	0	0	0	0.00%
34	010-17-7910	PARKING FACILITY MAINTENANCE	13C	9,300	0	-100.00%	0	0	9,300	0	(9,300)	-100.00%
35	010-22-7930	PARKING OPERATIONS	13C	515,000	496,400	-3.61%	515,000	500,000	0	(3,600)	(3,600)	NEW
36	010-29-7700	AIRPORT OPERATIONS	19C	1,132,997	1,152,996	1.77%	1,132,997	1,152,996	0	0	0	0.00%
37	010-01-7800	MET TRANSIT AUTHORITY	21C	1,462,588	1,521,092	4.00%	0	0	1,462,588	1,521,092	58,504	4.00%
38	010-18-7950	CENTRAL GARAGE	21C	484,844	595,034	22.73%	85,300	85,300	399,544	509,734	110,190	27.58%
39	010-18-7952	CENTRAL GARAGE - CHARGEBACKS	21C	530,000	530,000	0.00%	530,000	530,000	0	0	0	0.00%
40	010-18-7955	MOTOR POOL-PASS THROUGH ACCOUNT	21C	2,048,468	2,248,468	9.76%	2,069,559	2,269,559	(21,091)	(21,091)	0	0.00%
41												
42		TOTAL-PUBLIC WORKS	22C	6,398,197	6,818,990	6.58%	4,547,856	4,812,855	1,850,341	2,006,135	155,794	8.42%
43									-	-	-	
44	HEALTH & SOCIAL SERVICES											
45	010-27-2500	HUMAN RIGHTS COMMISSION	29C	294,554	300,179	1.91%	0	0	294,554	300,179	5,625	1.91%
46	010-27-2505	EEOC CONTRACT	29C	45,000	45,000	0.00%	45,000	45,000	0	0	0	0.00%
47	010-27-2510	FAIR HOUSING ENFORCEMENT	29C	0	0	0.00%	0	0	0	0	0	0.00%
48	010-27-2510	FAIR HOUSING PARTNERSHIP GRANT	29C	0	0	0.00%	0	0	0	0	0	0.00%
49	010-27-2520	HUMAN RIGHTS PROJECTS	29C	0	0	0.00%	0	0	0	0	0	0.00%
50												
51		TOTAL-HEALTH & SOCIAL SERVICES	30C	339,554	345,179	1.66%	45,000	45,000	294,554	300,179	5,625	1.91%

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
52	**CULTURE & RECREATION**											
53	010-01-4405	CEMETERY OPERATIONAL SUBSIDY	35C	60,000	70,000	16.67%	0	0	60,000	70,000	10,000	16.67%
54	010-01-4220	GROUT MUSEUM	32C	655,956	665,960	1.53%	22,850	20,678	633,106	645,282	12,176	1.92%
55	010-26-4208	YOUTH PAVILION	32C	409,935	454,182	10.79%	90,000	80,700	319,935	373,482	53,547	16.74%
56	010-26-4250	CENTER FOR THE ARTS	32C	826,942	845,326	2.22%	160,000	166,000	666,942	679,326	12,384	1.86%
57	010-26-4251	RIVERLOOP EVENT FACILITIES	32C	15,958	15,882	-0.48%	17,500	22,000	(1,542)	(6,118)	(4,576)	296.76%
58	010-26-4265	C&A GRANTS & PROJECTS	32C	94,000	94,000	0.00%	94,000	94,000	0	0	0	0.00%
59	010-26-4265	CENTER FOR THE ARTS (H/M)	32C	0	0	0.00%	0	0	0	0	0	0.00%
60	010-26-4265	CENTER FOR THE ARTS (DISCR H/M)	32C	19,581	0	-100.00%	19,581	0	0	0	0	0.00%
61	010-33-3100	LIBRARY SERVICES	31C+levy	1,938,955	2,003,197	3.31%	8,000	6,000	1,930,955	1,997,197	66,242	3.43%
62	010-33-3110	LIBRARY - ENRICH IOWA GRANT	31C	19,184	19,747	2.93%	19,184	19,747	0	0	0	0.00%
63	010-33-3150	LIBRARY OPEN ACCESS PLUS	31C	4,000	4,500	12.50%	4,000	4,500	0	0	0	0.00%
64	010-33-3160	LIBRARY GRANTS	31C	53,065	53,065	0.00%	53,065	53,065	0	0	0	0.00%
65	010-33-3180	LIBRARY GIFT & MEMORIAL	31C	5,000	5,000	0.00%	5,000	5,000	0	0	0	0.00%
66	010-33-3190	IOWA LIBRARY SERVICE	31C	4,120	2,153	-47.74%	4,120	2,153	0	0	0	0.00%
67	010-33-3200	COUNTY LIBRARY	31C	70,940	70,940	0.00%	70,940	70,940	0	0	0	0.00%
68	010-33-3210	LIBRARY OPEN ACCESS	31C	10,000	12,200	22.00%	10,000	12,200	0	0	0	0.00%
69	010-37-4100	LEISURE SERVICES - PARKS	33C	1,867,797	1,911,857	2.36%	39,737	39,737	1,828,060	1,872,120	44,060	2.41%
70	010-37-4102	LEISURE SERVICES - PARKS - CHARGEBACKS	33C	950,000	950,000	0.00%	950,000	950,000	0	0	0	0.00%
71	010-37-4105	LEISURE SERVICES PROJECTS	33C	7,000	7,000	0.00%	7,000	7,000	0	0	0	0.00%
72	010-37-4105	LEISURE SERVICES PROJECTS (H/M)	33C	0	0	0.00%	0	0	0	0	0	0.00%
73	010-37-4110	LEISURE SERVICES - DOWNTOWN MTCE	33C	422,728	430,354	1.80%	0	0	422,728	430,354	7,626	1.80%
74	010-37-4120	GOLF COURSES	34C	1,178,418	1,289,178	9.40%	837,779	977,326	340,639	311,852	(28,787)	-8.45%
75	010-37-4125	GOLF COURSE IMPROVEMENTS-SURCHARGE	34C	8,188	8,188	0.00%	8,188	8,188	0	0	0	0.00%
76	010-37-4180	SPORTSPLEX	34C	1,437,500	1,411,000	-1.84%	1,437,500	1,411,000	0	0	0	0.00%
77	010-37-4200	SPORTS & YOUTH SERVICES	34C	653,246	709,745	8.65%	282,400	278,250	370,846	431,495	60,649	16.35%
78	010-37-4500	YOUNG ARENA	36C	837,020	876,608	4.73%	719,000	644,000	118,020	232,608	114,588	97.09%
79												
80		**TOTAL-CULTURE & RECREATION**	**38C**	11,549,533	11,910,082	3.12%	4,859,844	4,872,484	6,689,689	7,037,598	347,909	5.20%
81									-	-	-	
82	**COMMUNITY & ECONOMIC DEVELOPMENT**											
83	010-08-5700	PLANNING & ZONING	42C	712,475	704,838	-1.07%	447,155	447,155	265,320	257,683	(7,637)	-2.88%
84	010-08-5702	PLANNING & ZONING CHARGEBACKS	42C	22,907	23,119	0.93%	22,907	23,119	0	0	0	0.00%
85	010-08-5750	RECREATION AREA DEVELOPMENT	43C	700	700	0.00%	53,000	5,000	(52,300)	(4,300)	48,000	-91.78%
86	010-08-5885	CITY PROPERTY MANAGEMENT	43C	145,200	145,200	0.00%	0	0	145,200	145,200	0	0.00%
87	010-01-5710	INRCOG MEMBERSHIP	43C	35,572	35,572	0.00%	0	0	35,572	35,572	0	0.00%
88	010-08-6100	PLANNING & ZONING-ECONOMIC DEVEL	40C	123,796	127,577	3.05%	123,796	127,577	0	0	0	0.00%
89	010-08-6105	ECONOMIC DEVELOP-SPECIAL PROJECTS	40C	0	0	0.00%	0	0	0	0	0	0.00%
90	010-01-6650	TOURISM PROMOTION-VARIOUS GRTS (H/M)	40C	270,000	270,000	0.00%	270,000	270,000	0	0	0	0.00%
91	010-01-6660	TOURISM PROMOTION-VARIOUS DISCR (H/M)	40C	130,000	130,000	0.00%	130,000	130,000	0	0	0	0.00%
92	010-01-6920	CONVENTION & VISITORS BUREAU (H/M)	40C	675,000	675,000	0.00%	675,000	675,000	0	0	0	0.00%
93	010-22-6860	SULLIVAN CENTER MAINTENANCE	43C	0	42,234	NEW	507,482	549,302	(507,482)	(507,068)	414	-0.08%
94	010-01-6860	SULLIVAN CENTER OPERATIONS	43C	2,779,493	2,351,731	-15.39%	2,272,011	1,844,663	507,482	507,068	(414)	-0.08%
95	010-32-5850	COMM DEVEL-ADMINISTRATIVE	41C	0	0	0.00%	0	0	0	0	0	0.00%
96	010-32-5861	COMM DEVEL-LHAP HOUSING POOL	41C	62,440	62,440	0.00%	62,440	62,440	0	0	0	0.00%
97									0	0	0	0.00%
98		**TOTAL-COMMUNITY & ECONOMIC DEV**	**45C**	4,957,583	4,568,411	-7.85%	4,563,791	4,134,256	393,792	434,155	40,363	10.25%
99									-	-	-	

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
100												
101	GENERAL GOVERNMENT											
102	010-01-8200	MAYOR'S OFFICE	46C	549,311	563,067	2.50%	0	0	549,311	563,067	13,756	2.50%
103	010-01-8280	COMMUNICATIONS	46C	10,891	11,200	2.84%	0	0	10,891	11,200	309	2.84%
104	010-01-8220	ADMIN SERVICES/MIS	46C	381,473	425,618	11.57%	3,445	3,445	378,028	422,173	44,145	11.68%
105	010-01-8222	ADMIN SERVICES/MIS - CHARGEBACKS	46C	131,429	130,057	-1.04%	131,429	130,057	0	0	0	0.00%
106	010-02-8100	CITY COUNCIL	46C	79,085	84,851	7.29%	0	0	79,085	84,851	5,766	7.29%
107	010-03-8400	CITY CLERK AND FINANCE	47C	1,417,892	1,482,479	4.56%	5,917,686	6,174,086	(4,499,794)	(4,691,607)	(191,813)	4.26%
108	010-03-8400	CITY CLERK AND FINANCE - ELECTION COST	48C	60,000	0	-100.00%	0	0	60,000	0	(60,000)	-100.00%
109	010-03-8402	CITY CLERK AND FINANCE - CHARGEBACKS	47C	161,437	163,304	1.16%	161,437	163,304	0	0	0	0.00%
110	010-06-8600	CITY ATTORNEY	49C	321,597	326,511	1.53%	0	0	321,597	326,511	4,914	1.53%
111	010-03-8900	LIABILITY INSURANCE	51C	1,630,969	1,707,249	4.68%	0	0	1,630,969	1,707,249	76,280	4.68%
112	010-03-8902	LIABILITY INSURANCE - CHARGEBACKS	51C	500,000	500,000	0.00%	500,000	500,000	0	0	0	0.00%
113	010-03-8905	HEALTH/LIFE INSURANCE		0	0	0.00%	0	0	0	0	0	0.00%
114	010-03-8950	SELF FUNDED HEALTH INSURANCE	52C	2,770,000	2,770,000	0.00%	2,770,000	2,770,000	0	0	0	0.00%
115	010-03-8960	SELF FUNDED WORK COMP	52C	837,457	1,105,000	31.95%	100,000	0	737,457	1,105,000	367,543	49.84%
116	010-03-8150	PUBLIC ACCESS STUDIO	52C	169,934	173,828	2.29%	30,350	30,000	139,584	143,828	4,244	3.04%
117	010-03-8970	PRINT SHOP	52C	46,000	46,000	0.00%	0	0	46,000	46,000	0	0.00%
118	010-09-2600	EMPLOYEE ASSISTANCE PROGRAM	52C	14,500	14,500	0.00%	0	0	14,500	14,500	0	0.00%
119	010-09-8250	HUMAN RESOURCES	52C	447,739	456,574	1.97%	0	0	447,739	456,574	8,835	1.97%
120	010-09-8252	HUMAN RESOURCES - CHARGEBACKS	52C	32,500	32,500	0.00%	32,500	32,500	0	0	0	0.00%
121	010-09-8255	SAFETY COMMITTEE	52C	15,000	15,000	0.00%	0	0	15,000	15,000	0	0.00%
122	010-22-8800	CITY HALL/FACILITIES MAINTENANCE	50C	700,217	713,920	1.96%	25,000	25,000	675,217	688,920	13,703	2.03%
123	010-22-8820	CITY FACILITIES RESTRICTED PROJECTS	50C	5,085	5,085	0.00%	5,085	5,085	0	0	0	0.00%
124	010-22-8850	VETERANS MEMORIAL HALL	50C	8,815	8,815	0.00%	0	0	8,815	8,815	0	0.00%
125	200-09-8980	UNEMPLOYMENT FUND	52D	17,472	17,472	0.00%	0	0	17,472	17,472	0	0.00%
126												
127		**TOTAL-GENERAL GOVERNMENT**	**53C**	10,308,803	10,753,030	4.31%	9,676,932	9,833,477	631,871	919,553	287,682	45.53%
128									-	-	-	
129												
130	TRANSFERS											
131	010-03-9050		75C	0	0	0.00%	0		0	0	0	0.00%
132	010-03-9050	TIF ECONOMIC DEV TRANSFER (INTERNAL TI	76C	147,000	147,000	0.00%	147,000	147,000	0	0	0	0.00%
133	010-08-9050	PLANNING & ZONING TRANSFER (TIF)				0.00%						
134		**TOTAL-TRANSFERS**	77C	147,000	147,000	0.00%	147,000	147,000	0	0	0	0.00%
135												
136		STATE REPLACEMENT FUNDS (COMM/IND ROLLBACK)		0			1,250,000	1,233,427	(1,250,000)	(1,233,427)	16,573	-1.33%
137	010-03-8400	PROPOSED USE OF FUND BALANCE		0		0.00%	2,447,505	750,000	(2,447,505)	(750,000)	1,697,505	-69.36%
138		BACKFILL ADJUSTMENT			0	0.00%	0	0	0	0	0	0.00%
139								0				
140		**TOTAL CITY BUDGET - GENERAL FUND**		72,620,071	74,736,363	2.91%	36,214,752	34,949,759	36,405,319	39,786,604	3,381,285	9.29%

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
141									-	-	-	
142		TAXABLE VALUATION					FYE2022	FYE2023	Increase	% Increase		
143							(In Thousands)	(In Thousands)	(Decrease)	(Decrease)		
144		Taxable valuation - including TIF but excluding gas & electric utility values					2,588,994	2,648,753	59,759	2.31%		
145		Taxable valuation - excluding TIF & gas & electric utility values					2,271,583	2,308,938	37,355	1.64%		
146		Taxable valuation - including TIF and electric utility values					2,662,248	2,729,748	67,500	2.54%		
147		Taxable valuation - excluding TIF but including gas & electric utility values					2,344,837	2,389,933	45,096	1.92%		
148		Commercial/Industrial Property Rollback					112,840	112,840	-	0.00%		
149		Commercial/Industrial Property Rollback for Debt Service					112,840	128,884	16,044	14.22%		
150		Taxable valuation - Ag Land					15,138	15,592	454	3.00%		
151		Tax Askings per One Cent of Levy					23,448	23,899	451	1.92%		
152							75.00%	68.92%				
153								67.87%				
154		PROPERTY TAX LEVY ANALYSIS:		FY2022 TAX	FY2022 TAX	FY2023 TAX	STATE BACKFILL	FY2023 TAX	$ AMOUNT			
155				LEVY	RATE	LEVY	CORP ROLLBACK	RATE	CHANGE			
156		DEBT SERVICE LEVY		7,602,100	$ 2.85552	7,602,100	243,604	$ 2.78491	$ -			
157		POLICE & FIRE PENSION SYSTEM		4,953,297	$ 2.11243	4,647,990	148,941	$ 1.94482	$ (305,307)			
158		EMERGENCY MGMT COMMISSION LEVY		96,187	$ 0.04102	96,187	3,083	$ 0.04025	$ -			
159		TRANSIT LEVY		1,462,588	$ 0.62375	1,521,092	48,742	$ 0.63646	$ 58,504			
160		TORT INSURANCE LEVY		1,630,969	$ 0.69556	1,707,249	54,707	$ 0.71435	$ 76,280			
161		FICA/IPERS LEVY		2,178,526	$ 0.92907	2,178,526	69,809	$ 0.91154	$ -			
162		HEALTH INSURANCE LEVY		5,024,002	$ 2.14258	7,747,222	248,254	$ 3.24161	$ 2,723,220			
163		WORKERS COMP. INSURANCE LEVY		737,457	$ 0.31450	1,105,000	35,409	$ 0.46236	$ 367,543			
164		UNEMPLOYMENT LEVY		17,472	$ 0.00745	17,472	560	$ 0.00731	$ -			
165		LIBRARY VOTED LEVY		633,106	$ 0.27000	645,282	20,678	$ 0.27000	$ 12,176			
166		EMERGENCY LEVY		633,106	$ 0.27000	645,282	20,678	$ 0.27000	$ 12,176			
167		GROUT LEVY		633,106	$ 0.27000	645,282	20,678	$ 0.27000	$ 12,176			
168		AG LAND LEVY		45,471		46,836			$ 1,365			
169		GENERAL FUND $8.10 LEVY		18,993,138	$ 8.09998	19,428,466	620,326	$ 8.10000	$ 435,328			
171		TOTAL PROPERTY TAX LEVY		$ 44,640,525	$ 18.63185	$ 48,033,986	$ 1,535,469	$ 19.65361	$ 3,393,461	$ 3,369,109		
172		ROLLBACK REPLACEMENT - GENERAL LEVY NCLUDING EMPLOYEE BENEFITS LEVY, EXCL DEBT SERVICE					$ 1,250,509		$ -			
173		ROLLBACK REPLACEMENT - GENERAL LEVY					$ 768,214					
174		ROLLBACK REPLACEMENT - EMPLOYEE BENEFITS, EMERGENCY LEVIES				$ 11,676,030	$ 523,651					
175		AMOUNT CHANGE IN TAX LEVY				$ 3,393,461		$ 1.02				
176		% CHANGE				7.60%		5.48%				
177		AMOUNT (OVER) UNDER $8.10 LEVY LIMIT				**(70,010)**		$ (0.02929)				
178		ADJUSTED TOTAL PROPERTY TAX LEVY (AT GF $8.10 LEVY LIMIT)				19,358,456		**$ 19.65361**		15.6164		
179								**$ 16.32870**	1.32905			
180		GENERAL FUND $8.10 LEVY INCREASE (DECREASE)				365,318						
181		**TOTAL PROPERTY TAX COLLECTION INCREASE**				**7.44%**						
182												
183		**Maximum Levy under 384.15A**		**35,726,742**	$ 15.23634	**39,094,486**		$ 16.32870	**3,367,744**	9.43%		
184					2,532,470	(835,270)						

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
185		**Residential Tax Askings**		Home Value	Avg Revaluation	Adj Value	Rollback	Tax	Incr (Decr)	Monthly Change	% Change	
187	**$ 19.65361**	FYE2023		152,234	5.72%	160,942	0.541302	1,712.19	112.19	9.35	7.01%	
188	$ 18.63188	FYE2022		152,234		152,234	0.564094	1,600.00	53.93	4.49	3.49%	
189	$ 18.44026	FYE2021		152,234		152,234	0.550743	1,546.07	25.56	2.13	1.68%	
190	$ 17.54799	FYE2020		152,234		152,234	0.56918	1,520.51	42.44	3.54	2.87%	
191	$ 17.45595	FYE2019		152,234	Ind reval	152,234	0.556209	1,478.07	(47.52)	(3.96)	-3.11%	
192	$ 17.60000	FYE2018		152,234		152,234	0.569391	1,525.58	34.74	2.90	2.33%	
193	$ 17.60522	FYE2017		147,973	2.88%	152,234	0.556259	1,490.84	25.86	2.16	1.77%	
194	$ 17.76370	FYE2016		147,973		147,973	0.557335	1,464.98	19.92	1.66	1.38%	
195	$ 17.95159	FYE2015		154,138	-4%	147,973	0.544002	1,445.06	20.93	1.74	1.47%	
196	$ 17.49319	FYE2014		154,138		154,138	0.528166	1,424.13	(0.01)	(0.00)	0.00%	
197	$ 18.20505	FYE2013		154,138		154,138	0.507518	1,424.14	37.79	3.15	2.73%	
198	$ 18.53335	FYE2012		154,138		154,138	0.485299	1,386.35	65.76	5.48	4.98%	
199	$ 18.26406	FYE2011		154,138		154,138	0.469094	1,320.59	34.15	2.85	2.65%	
200	$ 18.30689	FYE2010		154,138		154,138	0.455893	1,286.43	38.51	3.21	3.09%	
201	$ 18.36687	FYE2009		144,054	7%	154,138	0.440803	1,247.93	16.26	1.36	1.32%	
202	$ 18.76669	FYE2008		144,054		144,054	0.455596	1,231.67	(17.04)	(1.42)	-1.36%	
203	$ 18.84580	FYE2007		132,160	9%	144,054	0.45996	1,248.71	34.44	2.87	2.84%	
204	$ 19.15566	FYE2006		132,160		132,160	0.479642	1,214.27	10.97	0.91	0.91%	
205	$ 18.78999	FYE2005		118,000	12%	132,160	0.484558	1,203.30	56.70	4.72	4.95%	
206	$ 18.90914	FYE2004		118,000		118,000	0.513874	1,146.60	26.52	2.21	2.37%	
207	$ 18.37162	FYE2003		100,000	18%	118,000	0.516676	1,120.08	118.52	9.88	11.83%	
208	$ 17.80075	FYE2002		100,000	N/A	100,000	0.562651	1,001.56	96.99	8.08	10.72%	
209	$ 16.49097	FYE2001		100,000		100,000	0.548525	904.57				
211		**Commercial Tax Askings**		Property Value	Avg. Revaluation	Adj Value	Rollback	Tax	Incr (Decr)	Monthly Change	% Change	
213	**$ 19.65361**	FYE2023		752,427		752,427	0.90	13,309.12	691.90	57.66	5.48%	
214	$ 18.63188	FYE2022		752,427		752,427	0.90	12,617.22	129.76	10.81	1.04%	
215	$ 18.44026	FYE2021		752,427		752,427	0.90	12,487.45	604.23	50.35	5.08%	
216	$ 17.54799	FYE2020		752,427		752,427	0.90	11,883.22	62.33	5.19	0.53%	
217	$ 17.45595	FYE2019		752,427		752,427	0.90	11,820.90	(97.55)	(8.13)	-0.82%	
218	$ 17.60000	FYE2018		752,427		752,427	0.90	11,918.44	(3.53)	(0.29)	-0.03%	
219	$ 17.60522	FYE2017		752,427		752,427	0.90	11,921.98	(107.32)	(8.94)	-0.89%	
220	$ 17.76370	FYE2016		752,427		752,427	0.90	12,029.30	(802.60)	(66.88)	-6.25%	
221	$ 17.95159	FYE2015		752,427		752,427	0.95	12,831.90	(330.45)	(27.54)	-2.51%	
222	$ 17.49319	FYE2014		752,427		752,427	1	13,162.35	(535.62)	(44.64)	-3.91%	
223	$ 18.20505	FYE2013		752,427		752,427	1	13,697.97	(247.02)	(20.59)	-1.77%	
224	$ 18.53335	FYE2012		752,427		752,427	1	13,944.99	202.62	16.89	1.47%	
225	$ 18.26406	FYE2011		752,427		752,427	1	13,742.37	(32.23)	(2.69)	-0.23%	
226	$ 18.30689	FYE2010		752,427		752,427	1	13,774.60	(7.98)	(0.67)	-0.06%	
227	$ 18.36687	FYE2009		690,300	9%	752,427	0.997312	13,782.58	827.94	68.99	6.39%	
228	$ 18.76669	FYE2008		690,300	N/A	690,300	1	12,954.65	55.85	4.65	0.43%	
229	$ 18.84580	FYE2007		690,300	N/A	690,300	0.991509	12,898.79	(324.36)	(27.03)	-2.45%	
230	$ 19.15566	FYE2006		690,300	N/A	690,300	1	13,223.15	348.79	29.07	2.71%	
231	$ 18.78999	FYE2005		585,000	18%	690,300	0.99257	12,874.36	1,812.51	151.04	16.39%	
232	$ 18.90914	FYE2004		585,000	N/A	585,000	1	11,061.85	554.11	46.18	5.27%	
233	$ 18.37162	FYE2003		585,000	N/A	585,000	0.977701	10,507.74	94.30	7.86	0.91%	
234	$ 17.80075	FYE2002		585,000	N/A	585,000	1	10,413.44	766.22	63.85	7.94%	
235	$ 16.49097	FYE2001		500,000	17%	585,000	1	9,647.22				

FYE2022 CERTIFIED AND FYE2023 STAFF REQUEST BUDGET COMPARISON - CITY OF WATERLOO
GENERAL FUND

	A	B	D	E	F	G	H	I	J	K	L	M
1			CERT	FY 2022 BUDGET	FY 2023 BUDGET	%	FY 2022 BUDGET	FY 2023 BUDGET	FY2022TAXES	FY2023TAXES LEVIED		
2	BUDGET CODE	ACTIVITIES-GENERAL FUND	BUDGET	CERTIFIED	STAFF REQ	CHANGE	CERTIFIED	STAFF REQ	LEVIED	$ 19.65361	$ AMOUNT	%
3			LINE	EXPENSE	EXPENSE		REVENUE	REVENUE	$ 18.63188	5.48%	CHANGE	CHANGE
4												
237		**Industrial Tax Askings**				Adj Value	Rollback	Tax	Incr (Decr)	Monthly Change	% Change	
239	**$ 19.65361**	FYE2023		1,000,000	N/A	1,000,000	0.90	17,688.25	919.56	76.63	5.48%	
240	$ 18.63188	FYE2022		1,000,000	N/A	1,000,000	0.90	16,768.69	172.46	14.37	1.04%	
241	$ 18.44026	FYE2021		1,000,000	N/A	1,000,000	0.90	16,596.23	803.04	66.92	5.08%	
242	$ 17.54799	FYE2020		1,000,000	N/A	1,000,000	0.90	15,793.19	82.84	6.90	0.53%	
243	$ 17.45595	FYE2019		1,000,000	N/A	1,000,000	0.90	15,710.36	(129.65)	(10.80)	-0.82%	
244	$ 17.60000	FYE2018		1,000,000	N/A	1,000,000	0.90	15,840.00	(4.70)	(0.39)	-0.03%	
245	$ 17.60522	FYE2017		1,000,000	N/A	1,000,000	0.90	15,844.70	(142.63)	(11.89)	-0.89%	
246	$ 17.76370	FYE2016		1,000,000	N/A	1,000,000	0.90	15,987.33	(1,066.68)	(88.89)	-6.25%	
247	$ 17.95159	FYE2015		1,000,000	N/A	1,000,000	0.95	17,054.01	(439.18)	(36.60)	-2.51%	
248	$ 17.49319	FYE2014		1,000,000	N/A	1,000,000	1	17,493.19	(711.86)	(59.32)	-3.91%	
249	$ 18.20505	FYE2013		1,000,000	N/A	1,000,000	1	18,205.05	(328.30)	(27.36)	-1.77%	
250	$ 18.53335	FYE2012		1,000,000	N/A	1,000,000	1	18,533.35	269.29	22.44	1.47%	
251	$ 18.26406	FYE2011		1,000,000	N/A	1,000,000	1	18,264.06	(42.83)	(3.57)	-0.23%	
252	$ 18.30689	FYE2010		1,000,000	N/A	1,000,000	1	18,306.89	(59.98)	(5.00)	-0.33%	
253	$ 18.36687	FYE2009		1,000,000	N/A	1,000,000	1	18,366.87	(399.82)	(33.32)	-2.13%	
254	$ 18.76669	FYE2008		1,000,000	N/A	1,000,000	1	18,766.69	(79.11)	(6.59)	-0.42%	
255	$ 18.84580	FYE2007		1,000,000	N/A	1,000,000	1	18,845.80	(309.86)	(25.82)	-1.62%	
256	$ 19.15566	FYE2006		1,000,000	N/A	1,000,000	1	19,155.66	365.67	30.47	1.95%	
257	$ 18.78999	FYE2005		1,000,000	N/A	1,000,000	1	18,789.99	(119.15)	(9.93)	-0.63%	
258	$ 18.90914	FYE2004		1,000,000	N/A	1,000,000	1	18,909.14	537.52	44.79	2.93%	
259	$ 18.37162	FYE2003		1,000,000	N/A	1,000,000	1	18,371.62	570.87	47.57	3.21%	
260	$ 17.80075	FYE2002		1,000,000	N/A	1,000,000	1	17,800.75	1,309.78	109.15	7.94%	
261	$ 16.49097	FYE2001		1,000,000	N/A	1,000,000	1	16,490.97				
262												
263		**Multi-Residential Tax Askings**				Adj Value	Rollback	Tax	Incr (Decr)	Monthly Change	% Change	
265	**$ 19.65361**	FYE2023		500,000	N/A	500,000	0.6375	6,264.59	(23.67)	(1.97)	-0.38%	
266	$ 18.63188	FYE2022		500,000	N/A	500,000	0.6750	6,288.26	(281.08)	(23.42)	-4.28%	
267	$ 18.44026	FYE2021		500,000	N/A	500,000	0.7125	6,569.34	(11.15)	(0.93)	-0.17%	
268	$ 17.54799	FYE2020		500,000	N/A	500,000	0.7500	6,580.50	(292.78)	(24.40)	-4.26%	
269	$ 17.45595	FYE2019		500,000	N/A	500,000	0.7875	6,873.28	(386.72)	(32.23)	-5.33%	
270	$ 17.60000	FYE2018		500,000	N/A	500,000	0.8250	7,260.00	(332.25)	(27.69)	-4.38%	
271	$ 17.60522	FYE2017		500,000	N/A	500,000	0.8625	7,592.25	(401.41)	(33.45)	-5.02%	
272	$ 17.76370	FYE2016		500,000	N/A	500,000	0.9000	7,993.67	(533.34)	(44.45)	-6.25%	
273	$ 17.95159	FYE2015		500,000	N/A	500,000	0.9500	8,527.01	(219.59)	(18.30)	-2.51%	
274	$ 17.49319	FYE2014		500,000	N/A	500,000	1	8,746.60				

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with HR Green, Inc., of Cedar Rapids, Iowa, in an amount not to exceed $21,922.00, in conjunction with the Waterloo Pavement Management Plan FY 2022-2029, and authorize the Mayor to execute said document.

City Council Meeting: 3/7/2022
Prepared: 2/22/2022

ATTACHMENTS:

Description	Type
PSA Waterloo Pavement Mgmnt F2022-2029	Backup Material

SUBJECT: Resolution approving a Professional Services Agreement with HR Green, Inc., of Cedar Rapids, Iowa, in an amount not to exceed $21,922.00, in conjunction with the Waterloo Pavement Management Plan FY 2022-2029, and authorizing the Mayor to execute said document.

Submitted by: Submitted By: Jamie Knutson, PE, City Engineer

The State of Iowa has been paying a consultant to drive and inspect all of the State highways and all public streets within metro areas across the state. The consultant is using a vehicle equipped with gps, lasers and video to inspect the roads. All streets in Waterloo are inspected every 2 years with the last inspection completed in 2020.

This PSA will have HRGreen take all of the past inspections and input that information into the dTimms pavement management software. This software will allow HRGreen to the analyze the data and provide a 7 year list of streets to be worked on and what treatment should be applied to the street. This will include all streets within Waterloo, including unimproved (sealcoat) streets.

Neighborhood Impact: HRGreen will also analyze if the current amount of money generated by the local option sales tax is enough to keep Waterloo's streets at an overall specific condition or if the streets on the whole will get better or worse based on that amount of funding. This will give the City an idea if we need to commit additional funding to keep the streets in a "good" condition.

This project will provide mapping of the streets on the 7 year list and allow staff to compare the conditions of the storm and sanitary sewers with the condition of the streets. This will allow for better targeted projects where sanitary or storm improvements can be made during a street project or should the condition of the sewers drive what treatment is applied to the street. This list will also allow for other departments, utilities and the public to plan for work in the future.

Implementation, Accountability, Local Option Sales Tax Funds

and Communication:

Expenditure Required/Source of not to exceed $21,922.00
Funds:

CITY OF WATERLOO

Council Communication

Resolution approving a Development Agreement with Hydrite Chemical Co., in conjunction with constuction of a new 13,200 square foot office building, with a Minimum Assessment Agreement adding $1,562,700.00 to the current assessed value of the property, and City and tax rebates of six years at fifty percent, and authorizing the Mayor and City Clerk execute said document.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

Description	Type
Development Agreement	Backup Material
Building and Site Plan Set	Backup Material
Aerial Map	Backup Material
IEDA Project Description	Backup Material

SUBJECT:	Resolution approving a Development Agreement with Hydrite Chemical Co., in conjunction with constuction of a new 13,200 square foot office building, with a Minimum Assessment Agreement adding $1,562,700.00 to the current assessed value of the property, and City and tax rebates of six years at fifty percent, and authorizing the Mayor and City Clerk execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve Development Agreement
Summary Statement:	Hydrite Chemical Co. has been consistently expanding at their location at 2815 WCF&N Drive since 2015 and this latest expansion will be their third in the last seven years. Plans call for a new 13,200 square foot office building with a minimum assessed value of $1,562,720.00. Future expansion plans include a 9,600 square foot maintenance shop, 10,000 square foot tanker wash and chemical loading facility and 41,000 square foot warehouse. When those projects are ready, additional development agreements will come before the City Council. This latest project will include three new rail spurs to accommodate for increased productivity and 20 new jobs that qualify for the average wage of the area of $20.01 per hour. Overall capital investment with all the phases and equipment is $21,300,000.00. Hydrite received approval on February 18, 2022 from the Iowa Economic Development Authority under the High Quality Jobs Program (HQJP) for tax credits totaling $1,521,000.00. The tax rebate incentives that the City is offering meet the local match requirements for Hydrite to receive state assistance through the HQJP.
Neighborhood Impact:	This new expansion is compatible with the surrounding area that is comprised of light to heavy industrial uses.

	Hydrite took ownership of this property in late 1980 and has been operating in Waterloo for nearly 42 years. This is Hydrite's only Iowa location and this is the largest facility in the company.
Data/Analysis and Strategies:	Strategies 1.3, 1.4, 1.7, 3.1, and 3.8 --- creation of jobs, ways to create an environment to attract population to Waterloo, create new tax base, new investment in CURA area and TIF areas
Implementation, Accountability, and Communication:	
Expenditure Required/Source of Funds:	Tax rebates from TIF funds.
Alternative:	Not approve

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of February 23, 2022 by and between Hydrite Chemical Co. (the "Company") and the City of Waterloo, Iowa, ("City").

RECITALS

A. In furtherance of the objectives of Iowa Code Chapter 403 (the "Urban Renewal Act"), the City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area ("Urban Renewal Area").

B. Company owns certain property located within the Urban Renewal Area, as more particularly described on Exhibit "A" attached hereto (the "Property"), and is willing and able to finance construction of certain Improvements on 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. **Improvements by Company.** Company shall construct an office building consisting of approximately 13,200 square feet, and related landscaping and parking improvements (collectively, 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, shall comply with all applicable City ordinances. Parking shall meet City's minimum requirements based on building use, occupancy, and future intended development on the Property. 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 the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

2. **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 the Improvements as detailed and outlined in the Plans.

If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the "Modified Plan") 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.

3. **Timeliness of Construction.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to provide the incentives set forth in this Agreement, and that without said commitment City would not do so. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction on the Improvements within six (6) months after the date of this Agreement (the "Start Date") and must substantially complete construction within fourteen (14) months after the date of this Agreement (the "Completion Deadline"). For purposes of this Agreement, substantial completion of construction shall be evidenced by issuance of an occupancy permit.

If Company has not begun Improvements before the Start Date, City may terminate this Agreement as set forth in Section 14 and have no further obligation hereunder. If work has not begun by the Start Date but the commencement of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of the Completion Deadline. If work has commenced within the required period or any extended period 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 of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Completion Deadline by a number of days equal to the number of days lost as a result of Unavoidable Delays. If the Improvements are not completed by the Completion Deadline or within the allowed period of extension, City may terminate this Agreement as set forth in Section 14 and have no further obligation hereunder.

4. **Utilities.** Company will be responsible, at its own cost, for extending water, sewer, telephone, telecommunications, electric, gas and other utility services to any location on the Property and for payment of any associated connection fees.

5. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $1,562,720.00 (the "Minimum Actual Value"), through:

(a) willful destruction of the Property, the Improvements, or any part of either;

(b) a request to the assessor of Black Hawk County; or

(c) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with its execution and delivery of this Agreement.

6. **Tax Rebates.** Provided that Company has completed the Improvements as contemplated by this Agreement and has executed and delivered the MAA, City agrees to rebate property tax (with the exceptions noted below) as follows:

Year One through Year Six	50% rebate each year

for any taxable value added by the Improvements over the base value of $15,010.00 (each such payment is a "Rebate"). Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event the Improvements on the Property are completed in 2022 and the Property and Improvements are assessed as fully completed as of January 1, 2023 based on the Plans, as may be revised, the property taxes that would be assessed based on the January 1, 2023 assessed value would be for the Fiscal Year ending June 30, 2025, with the taxes payable one-half by

September 30, 2024 and one-half by March 31, 2025, then the first Rebate could be applied for after March 31, 2025 and prior to April 1, 2026.

7. **Limitations on Payment of Rebates.**

A. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 6 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof (i) City fails to appropriate funds for payment; (ii) City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 6 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or (iii) City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 6 then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made

available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban Renewal Plan.

8. **Conditions to City Funding.**

A. The complete or initial funding by City of the Rebates 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 Rebate 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 Rebate 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 Rebate 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 Rebate 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 Rebate payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 11 shall be true and correct as of the Rebate payment 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.

9. **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:

A. Company agrees during construction of the Improvements and thereafter until the MAA termination date 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. During construction of the Improvements and thereafter until termination of the MAA, 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. The Property will have a taxable value as set forth in the MAA, and Company agrees that the minimum actual value of the Property and completed Improvements as stated in the MAA will be a reasonable estimate of the actual value of the Property and Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Property and Improvements as set forth in the MAA.

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. Company will comply with all applicable land development laws, 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.

G. During the period until termination of the MAA, Company agrees that 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.

H. 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. 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.

10. **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.

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

A. It 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.

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly authorized, executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, 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.

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. 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.

F. The financing commitments, which Company will proceed with due diligence to obtain, to finance the construction of the Improvements will be sufficient to enable Company to successfully complete construction of the Improvements as contemplated in this Agreement, subject to additional costs incurred due to Unavoidable Delays.

12. **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 or resulting from any defect in the Improvements. The indemnified parties shall not be liable for, and Company shall indemnify, defend and hold such parties harmless against, 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 gross 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 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.

13. **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, 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 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 or the MAA;

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 the 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.

14. **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.

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.

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. City hereby agrees to timely undertake and complete all such procedures, hearings and approvals so that the benefits that City promises to Company hereunder as an inducement for Company to undertake and complete the Project as set forth in this Agreement will not be lost. 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. To the extent permitted by applicable law, City agrees to indemnify Company and hold it harmless from and against any claims, damages, costs, expenses or loss of value suffered by Company and arising from such revocation or repayment.

16. **Materiality of Promises, Covenants, Representations, and Warranties of Company.** 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.

17. **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.

18. **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.

19. **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 17385 Golf Parkway, Brookfield, Wisconsin 53045, Attention: _____.

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) three (3) 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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

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

26. **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.

27. **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.

28. **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

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

HYDRITE CHEMICAL CO.

By: _____

Title: Senior Tax Manager

EXHIBIT "A"

Legal Description of Property

A portion of the following, to be determined:

That part of the NW ¼ of Section 10, Township 89 North, Range 13 West of the 5th P.M., Black Hawk County, Iowa described as follows: Commencing at a point on the South line of Iowa Highway 57 in the City of Waterloo, Black Hawk County, Iowa, which point is 58 feet South of the North line of Section 10, Township 89 North, Range 13 West of the Fifth Principal Meridian and 901.12 feet East of the West line of said Section 10; thence East along the South line of said Iowa Highway 57 a distance of 1730.74 feet to the West line of the Waterloo Railroad Right-of-Way (said line being 25 feet West of and parallel with the East line of the NW ¼ of said Section 10; thence South along the West line of the Waterloo Railroad right of way to the South line of the NW¼ of said Section 10; thence West along the South line of the NW¼ of said Section 10, a distance of 1633.33 feet to the Northeast right-of-way line of the Illinois Central Railroad; thence Northwest along the Northeast line of the Illinois Central Railroad right-of-way a distance of 81.30 feet; thence North a distance of 877.10 feet along a line that is 1 degrees 56 minutes 45 seconds West; thence North a distance of 1667.71 feet along a line which is North 00 degrees 11 minutes 45 seconds West to the point of beginning; EXCEPTING therefrom the South 1044 feet of the North 1102 feet of the East 1069 feet of the NW¼ of said Section 10 EXCEPTING that part lying South of the North line of the parcel described 560 LD 285 and further EXCEPTING that part conveyed for right of way in 486 Deeds 483.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of February 23, 2022, by and among the CITY OF WATERLOO, IOWA ("City"), HYDRITE CHEMICAL CO. ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property, as provided in the Development Agreement (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by the Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by the Company as a part of the Project shall not be less than $1,562,720.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the Completion Deadline stated in the Development Agreement. If the Minimum Improvements are not substantially completed by said date, then the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2035. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) 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, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

9. 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.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

By: _____
Kelley Felchle, City Clerk

HYDRITE CHEMICAL CO.

By: _____

Title: Senior Tax Manager

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF Wisconsin)
) ss.
COUNTY OF Waukesha)

Subscribed and sworn to before me on February 23rd, 2022, by Hydrite Chemical as Tim Rund of Hydrite Chemical Co.

Notary Public

THADDEUS C. STANKOWSKI NOTARY PUBLIC STATE OF WISCONSIN

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than One Million Five Hundred Sixty-Two Thousand Seven Hundred Twenty and 00/100 Dollars ($1,562,720.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

_____
Assessor for Black Hawk County, Iowa

_____
Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____
Notary Public

PROPOSED OFFICE BUILDING FOR:

HYDRITE CHEMICAL COMPANY

WATERLOO, IOWA

PROJECT INFORMATION

APPLICABLE BUILDING CODES

2015 INTERNATIONAL BUILDING CODE

BUILDING SIZE

TOTAL AREA 12,000 S.F.

NUMBER OF STORIES

NUMBER OF STORIES = (1)

2015 IBC TABLE 504.4 MAX. (2) STORIES PER MOST RESTRICTIVE OCCUPANCY

CONSTRUCTION CLASSIFICATION

2015 IBC SECTION 602.5 TYPE V(B) CONSTRUCTION

ALLOWABLE HEIGHT & AREAS

2015 IBC TABLE 504.3 MAXIMUM ALLOWABLE BUILDING HEIGHT = 40 FT.

2015 IBC TABLE 506.2 MAXIMUM ALLOWABLE BUILDING AREA
(At) = 9,000 S.F. PER FLOOR

2015 IBC SECTION 506.3.3 AREA MODIFICATION INCREASE DUE TO FRONTAGE
(If) = (100) [F / P - 0.25] (W / 30) = 75%
(F) = FRONTAGE w/ MIN. 20 FT. WIDTH = 460 FT.
(P) = PERIMETER OF BUILDING = 460 FT.
(W) = MINIMUM WIDTH OF OPEN SPACE ANY SIDE = 30 FT.

TOTAL ALLOWABLE AREA = 15,750 S.F. PER FLOOR

OCCUPANCY CLASSIFICATIONS

OCCUPANCY CLASSIFICATIONS WITHIN BUILDING INCLUDE:
BUSINESS GROUP B 2015 IBC SECTION 304.1 - BUSINESS

MEANS OF EGRESS

2015 IBC TABLE 1017.2 200 FT. EXIT ACCESS TRAVEL DISTANCE (UN-SPRINKLERED)

2015 IBC SECTION 1005.3.2 EGRESS WIDTH PER OCCUPANT SERVED = 0.2"
(X) TOTAL OCCUPANTS x 0.2" = ??? EGRESS WIDTH REQUIRED
PROVIDED EGRESS WIDTH = ??

EXTERIOR WALL OPENINGS

2015 IBC 705.8 BUILDING PERMITTED TO HAVE UNLIMITED UNPROTECTED OPENINGS DUE TO EXTERIOR BEARING, NON-BEARING, AND STRUCTURAL FRAME IS NOT REQ'D TO BE FIRE-RESISTANCE RATED

OCCUPANT LOADS

OCCUPANT LOADS BASED ON 2015 IBC TABLE 1004.1.2

ROOM OR SPACE DESIGNATION	CLASSIFICATION OF OCCUPANCY FOR USE	FLOOR AREA (S.F.)	DENSITY SF/PERSON	OCCUPANT LOAD BY CALCULATION
OFFICE SPACES	BUSINESS AREAS	9,230	100 GROSS	93
TRAINING ROOM	ASSEMBLY (UNCONCENTRATED)	675	15 NET	45
BREAK ROOM	ASSEMBLY (UNCONCENTRATED)	655	15 NET	44
LOCKER ROOMS	LOCKER ROOMS	940	50 GROSS	19
FITNESS ROOM	EXERCISE ROOMS	500	50 GROSS	10

TOTAL OCCUPANT LOAD OF THE BUILDING = 211 OCCUPANTS

SANITARY FIXTURES

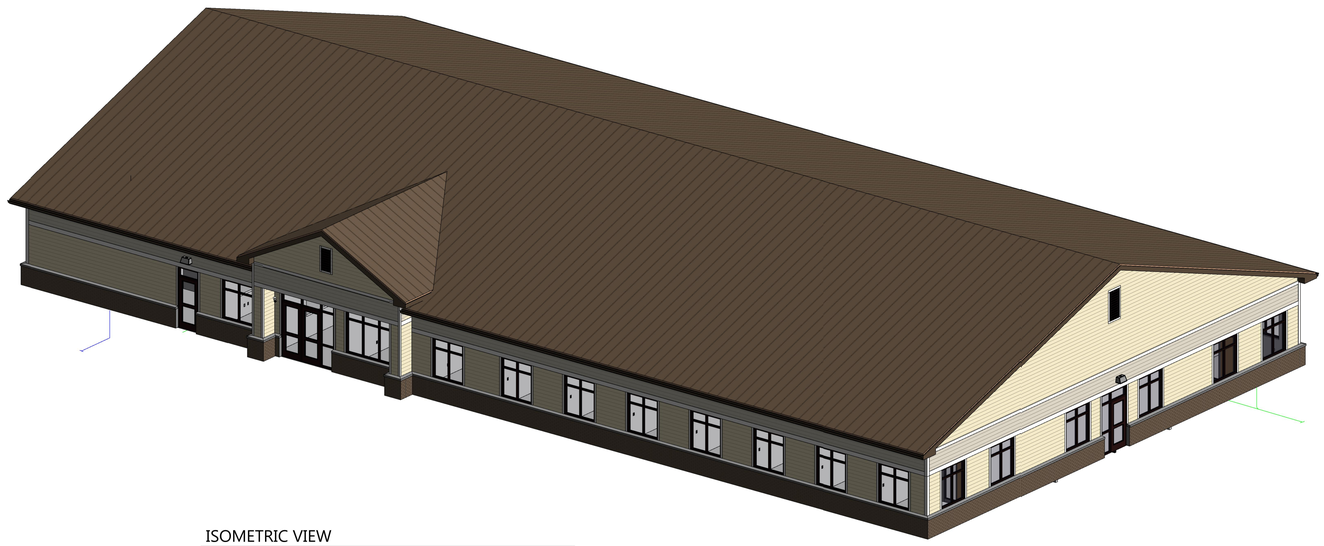
PLUMBING FIXTURE FACTORS BASED ON 2015 IBC TABLE 2902.1

OCCUPANCY		WATER CLOSETS			LAVATORIES		DRINK FOUNTAINS	
TYPE	CAPACITY	FACTORS	# M. FIX.	# F. FIX.	FACTORS	# FIX.	FACTORS	# FIX.
B GROUP (OFFICE)	211 PERSONS	1/25 (FIRST 50) 1/50 (AFTER)	2.61	2.61	1/40 (FIRST 80) 1/80 (AFTER)	3.64	1/100	2.11
TOTAL	211 PERSONS		--	--		--		--
PROVIDED FIXTURES			2 (WC) 2 (URINAL)	4		4		2 *

* DRINKING WATER TO BE AVAILABLE IN BREAK ROOM

SHEET INDEX

NUMBER	SHEET NAME / DESCRIPTION	SHEET ISSUE DATE	LATEST SHEET REVISION NUMBER	LATEST SHEET REVISION DATE
GENERAL				
T1.0	TITLE SHEET	PRELIM		
CIVIL				
C1.1	SITE PLAN	PRELIM		
C1.2	GRADING AND EROSION CONTROL PLAN	PRELIM		
C1.3	UTILITY PLAN	PRELIM		
ARCHITECTURAL				
A1.1	FLOOR PLAN	PRELIM		
A1.3	ROOF PLAN	PRELIM		
A2.0	EXTERIOR ELEVATIONS	PRELIM		
A3.0	BUILDING SECTIONS	PRELIM		
A6.1	SCHEDULES	PRELIM		
A7.1	FIRST FLOOR REFLECTED CEILING PLAN	PRELIM		
STRUCTURAL				
S0.1	DESIGN CRITERIA	PRELIM		
S1.1	FOUNDATION PLAN	PRELIM		
S1.3	ROOF FRAMING PLAN	PRELIM		
PLUMBING				
P0.1	LEGEND AND SPECIFICATIONS	PRELIM		
P1.U	UNDERGROUND PLAN	PRELIM		
P1.1	FIRST FLOOR PLAN	PRELIM		
P3.0	DETAILS	PRELIM		
P4.0	SCHEDULES	PRELIM		
P4.1	SCHEDULES	PRELIM		
HVAC				
H0.1	LEGEND AND SPECIFICATIONS	PRELIM		
H1.1	FIRST FLOOR PLAN	PRELIM		
H4.0	SCHEDULES	PRELIM		
ELECTRICAL				
E0.1	LEGEND AND SPECIFICATIONS	PRELIM		
E0.2	SPECIFICATIONS	PRELIM		
E0.3	SPECIFICATIONS	PRELIM		
E0.4	SPECIFICATIONS	PRELIM		
E1.1L	FIRST FLOOR PLAN - LIGHTING	PRELIM		
E1.1P	FIRST FLOOR PLAN - POWER	PRELIM		
E1.1S	FIRST FLOOR PLAN - SYSTEMS	PRELIM		
E3.0	DETAILS	PRELIM		
E4.0	ONELINE DIAGRAMS & SCHEDULES	PRELIM		
E5.0	LIGHT FIXTURE SCHEDULE	PRELIM		



ISOMETRIC VIEW
NOT TO SCALE

TITLE SHEET

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2143080

SHEET NUMBER
T1.0

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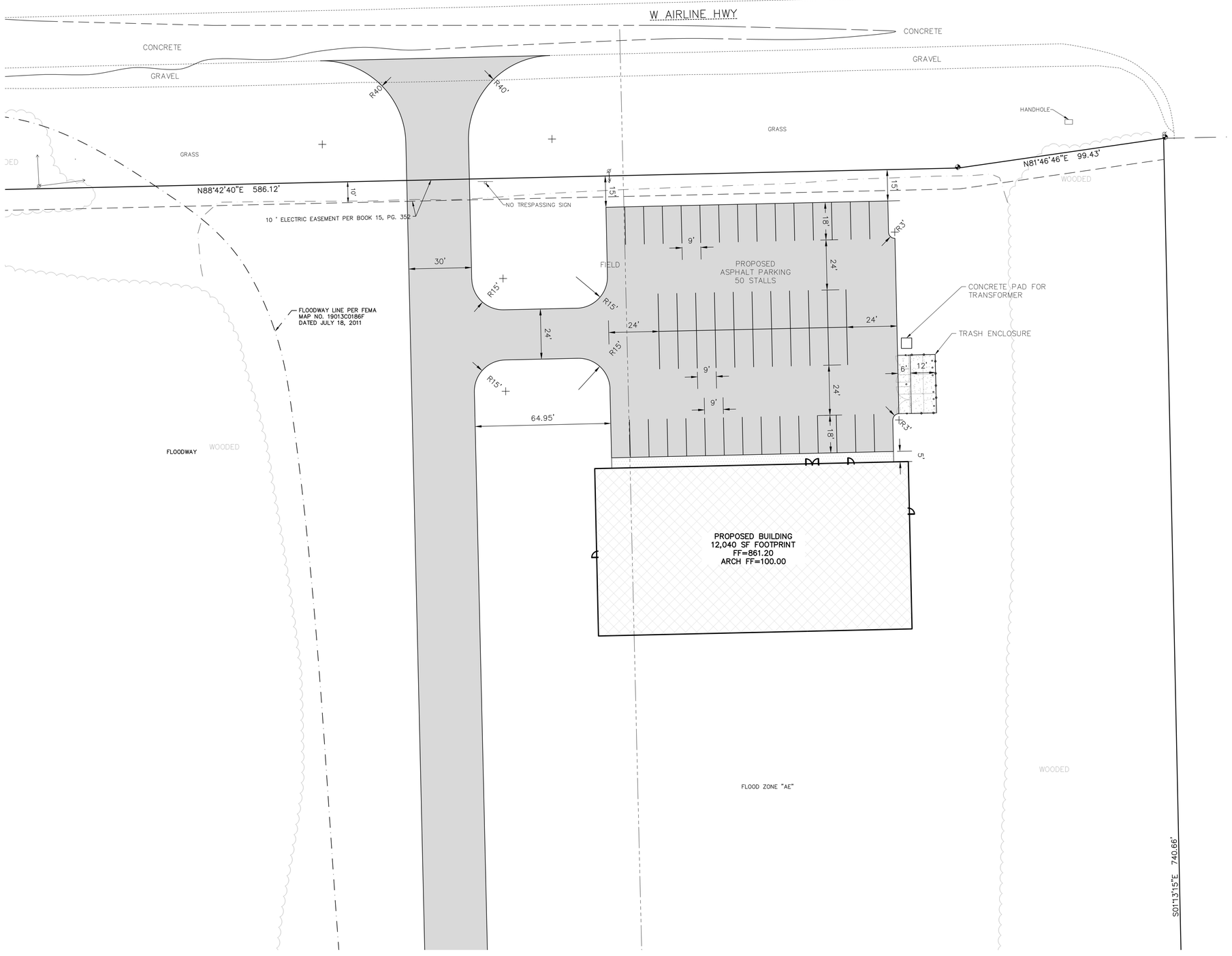
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SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

PAVEMENT HATCH KEY:
- STANDARD ASPHALT
- HEAVY DUTY ASPHALT
- SIDEWALK CONCRETE
- HEAVY DUTY CONCRETE

PROPOSED SITE DATA

	AREA (AC)	AREA (SF)
BUILDING FLOOR AREA	0.28	12,040
PAVEMENT (ASP. & CONC.)	0.57	24,740
TOTAL IMPERVIOUS	0.84	36,780



NORTH

1"= 20' SCALE 20' 0 20' 40' FEET

CIVIL SITE PLAN

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FOND DU LAC, WI 54935
PHONE: (920) 926-9800
WWW.EXCELENGINEER.COM

PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

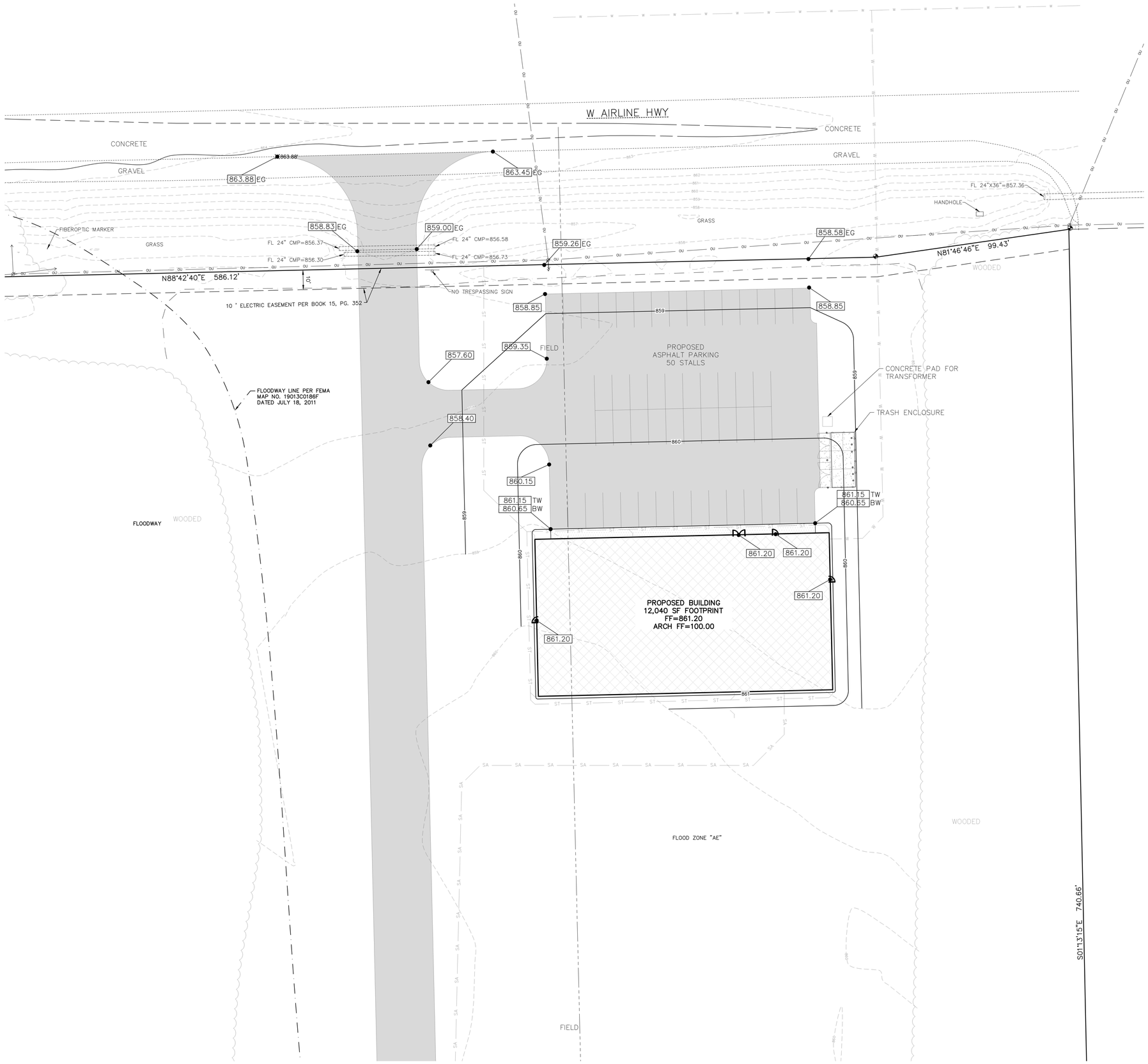
PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2143080

SHEET NUMBER
C1.1

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SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

NOTES:

1. HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
2. ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

IP INLET PROTECTION NOTE:

CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.

STABILIZED CONSTRUCTION ENTRANCE NOTE:

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

CONCRETE WASHOUT NOTE:

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

NORTH

1"= 20' SCALE 20' 0 20' 40' FEET

CIVIL GRADING AND EROSION CONTROL PLAN

EXCEL ENGINEERING and ARCHITECTURE, P.C.
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
WWW.EXCELENGINEER.COM

PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
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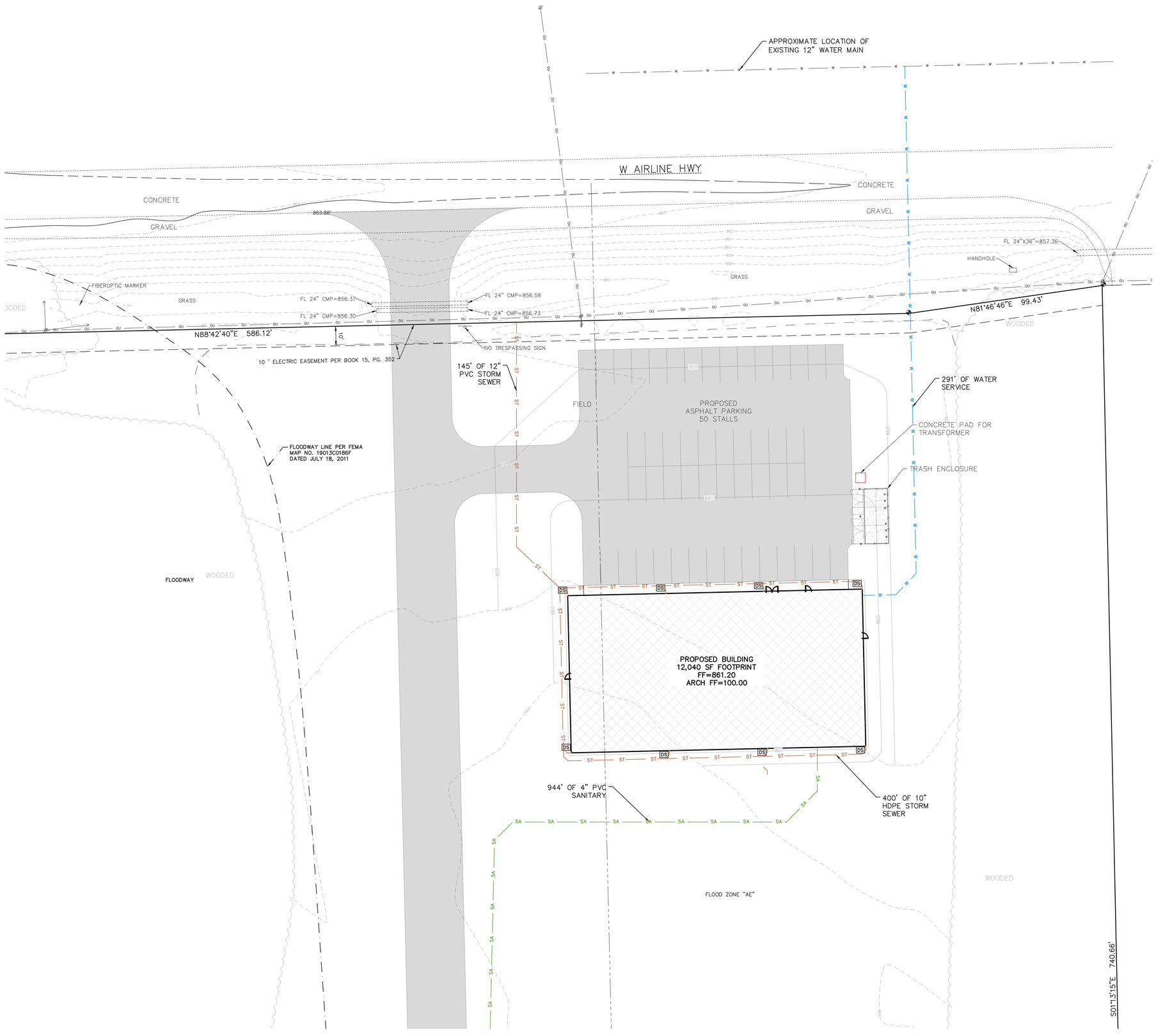
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C1.2

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SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

DOWNSPOUT NOTE:
DS = DENOTES DOWNSPOUT TO GRADE LOCATIONS. PROVIDE SPLASH BLOCKS AT ALL DS TO GRADE LOCATIONS. SEE ARCH PLANS FOR FINAL LOCATIONS.

CLEANOUT NOTE:
CO = DENOTES LOCATIONS WHERE CONTRACTOR SHALL INSTALL CLEANOUTS, SEE C0.1 FOR SPECIFICATION.



NORTH

1" = 20' SCALE 20' 0 20' 40' FEET

CIVIL UTILITY PLAN

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

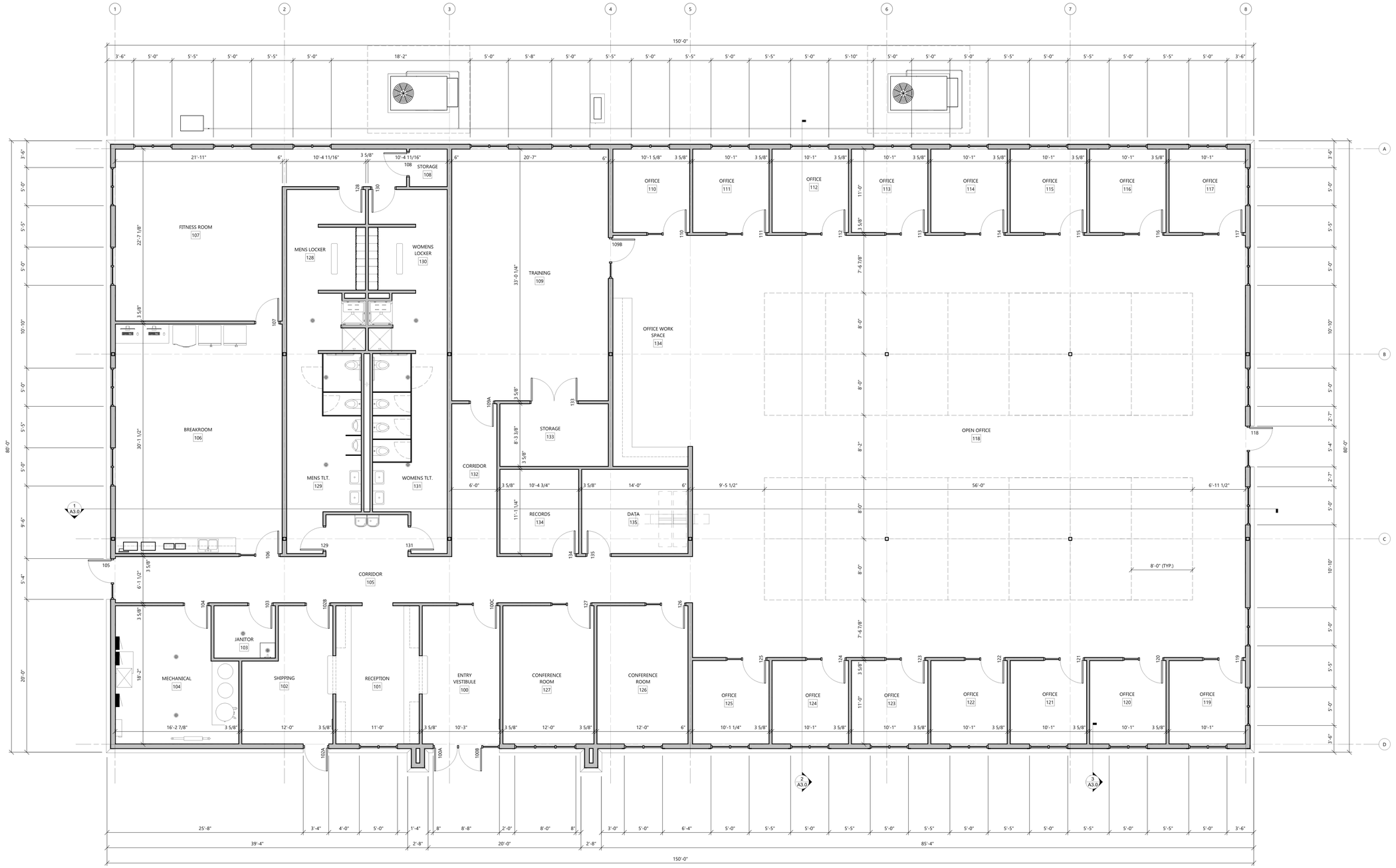
PRELIMINARY DATES
SEPT. 23, 2021

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JOB NUMBER
2143080

SHEET NUMBER
C1.3

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FLOOR PLAN

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

ARCHITECTURAL FLOOR PLAN

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:

HYDRITE CHEMICAL COMPANY

WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES

AUG. 25, 2021
SEPT. 23, 2021

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JOB NUMBER

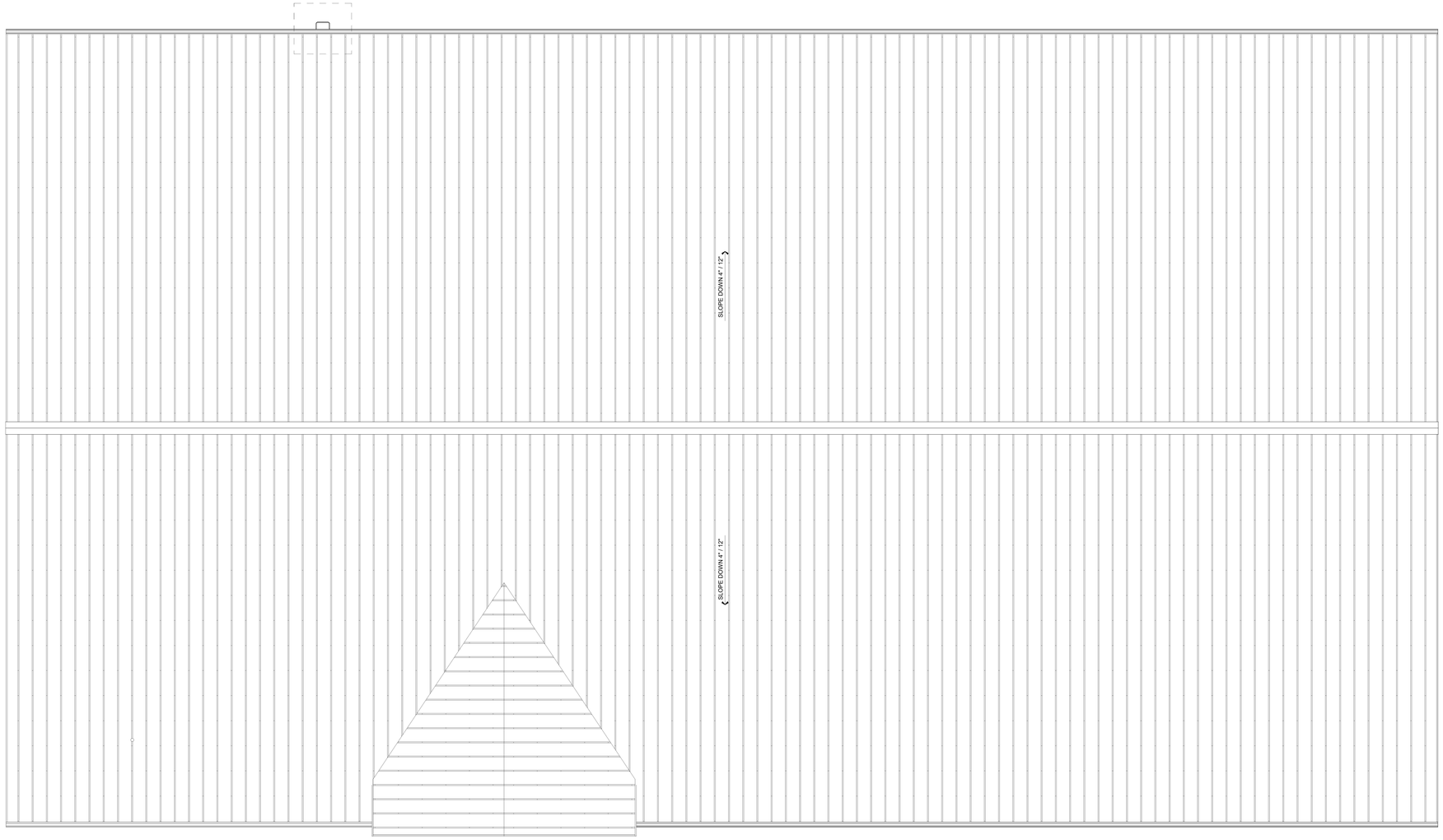
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NORTH

ROOF PLAN

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

ROOFING SPECIFICATIONS:

MANUFACTURER: FIRESTONE PRODUCTS

PRODUCT: UNA-CLAD ROOFING SYSTEM UC-14

CONSTRUCTION:
- 24 GA. STEEL PANELS, AISI-G90 GALVANIZED STEEL FORM ROOFING
  - 16" PANEL WIDTH
  - PANELS IN LONGEST PRACTICAL LENGTH
  - ALL FASTENERS TO BE CONCEALED, NON-CORROSIVE TYPE
  - COIL-COATED FLOUROCARBON RESIN, HYLAR 5000 / KYNAR 500 2 COAT PAINT SYSTEM
  - COLOR: TO BE SELECTED BY ARCHITECT/ OWNER (PROVIDE COLOR SAMPLES FOR APPROVAL)
- "FIRESTONE" CLAD-GARD R METAL UNDERLAYMENT OVER ENTIRE ROOF
- 5/8" PLYWOOD OVERLAYMENTS OVER ENTIRE ROOF
  - STAGGERED BOTH DIRECTIONS
  - FASTEN WITH 5-1/2" HD HAIL GUARD FASTENERS WITH 3/4" PENETRATIONS TO PRE-ENGINEERED WOOD TRUSS

INSTALLATION:
- ALL FASTENERS TO BE CONCEALED, NON-CORROSIVE TYPE
- INSTALL PER ALL MANUFACTURER'S SPECIFICATIONS AND DETAILS
- PROVIDE SHOP DRAWINGS FOR REVIEW
- PROVIDE NECESSARY TRIM, CLIPS AND FASTENERS OF MATCHING COLOR AS REQUIRED FOR A COMPLETE INSTALLATION
- PROVIDE ADHERED SNOW RETENTION SYSTEM (COLOR TO MATCH ROOF)

WARRANTY:
- PROVIDE 20 YEAR WEATHER TIGHT WARRANTY FROM MANUFACTURER
- PROVIDE 20 YEAR KYNAR 500 FINISH WARRANTY FROM MANUFACTURER
- PROVIDE 20 YEAR TOTAL SYSTEM WARRANTY. NO DOLLAR LIMIT AMOUNT FOR LEAKS COMMENCING WITH THE DATE OF FINAL INSPECTION AND ACCEPTANCE.

SNOW GUARDS:
- BASIS OF DESIGN: S-5 COLORGARD SNOW RETENTION SYSTEM
- COLOR TO MATCH STANDING SEAM ROOF

GUTTER & DOWNSPOUT SPECIFICATIONS:

- 6" K STYLE ALUMINUM SEAMLESS GUTTERS W/ INSIDE AND OUTSIDE CORNER ACCESSORIES AS REQUIRED
- 3" x 4" CORRUGATED ALUMINUM DOWNSPOUTS (WHERE SHOWN ON PLANS)
- PROVIDE ALL NECESSARY TRIM, CLIPS, AND FASTENERS OF MATCHING COLOR AS REQUIRED FOR A COMPLETE INSTALLATION
- COLOR SELECTED BY ARCHITECT/OWNER (PROVIDE COLOR SAMPLES FOR SELECTION)

VENTED SOFFIT SPECIFICATIONS:

MANUFACTURER: ROLLEX OR EQUIVALENT

PRODUCT: SYS312L SYSTEM 3 ALUMINUM VENTED SOFFIT SYSTEM

- INSTALL PER ALL MANUF. SPECIFICATIONS AND DETAILS
- 12" WIDE, 0.019" THICK ALUMINUM PANELS
- PROVIDE NECESSARY TRIM, CLIPS, AND FASTENERS OF MATCHING COLOR AS REQ'D FOR A COMPLETE INSTALLATION
- COLOR TO BE SELECTED BY ARCHITECT/ OWNER (PROVIDE COLOR SAMPLES FOR APPROVAL)

WARRANTY: LIFETIME

RIDGE VENT SPECIFICATION:

MANUFACTURER: METAL-ERA OR EQUIVALENT

PRODUCT: HI-PERF RIDGE VENT

- INSTALL PER ALL MANUF. SPECIFICATIONS AND DETAILS
- PROVIDE NECESSARY TRIM, CLIPS, AND FASTENERS OF MATCHING COLOR AS REQ'D FOR A COMPLETE INSTALLATION
- COLOR TO MATCH STANDING SEAM METAL ROOF

WARRANTY: 20 YEARS

ARCHITECTURAL ROOF PLAN

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

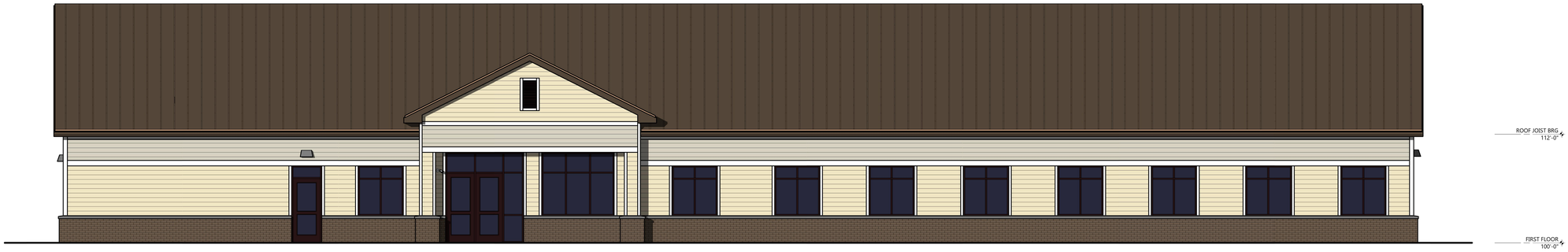
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SHEET NUMBER
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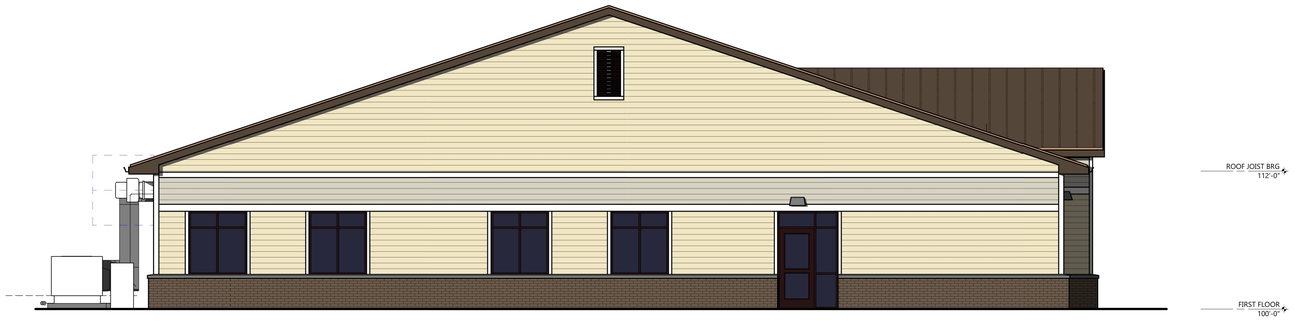
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FRONT ELEVATION

SCALE: 3/16" = 1'-0"



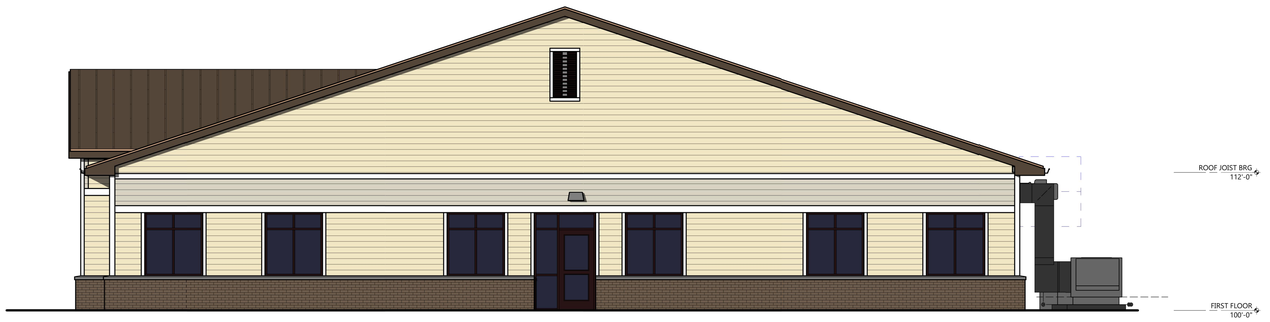
SIDE ELEVATION

SCALE: 3/16" = 1'-0"



BACK ELEVATION

SCALE: 3/16" = 1'-0"



SIDE ELEVATION

SCALE: 3/16" = 1'-0"

ARCHITECTURAL EXTERIOR ELEVATIONS

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
AUG. 27, 2021
SEPT. 23, 2021

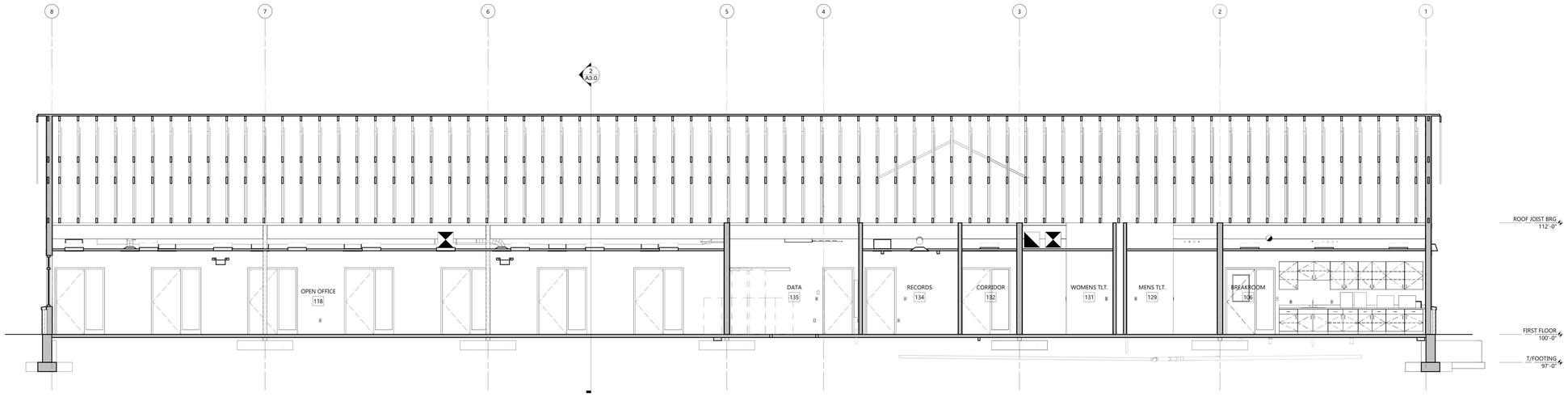
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SHEET NUMBER
A2.0

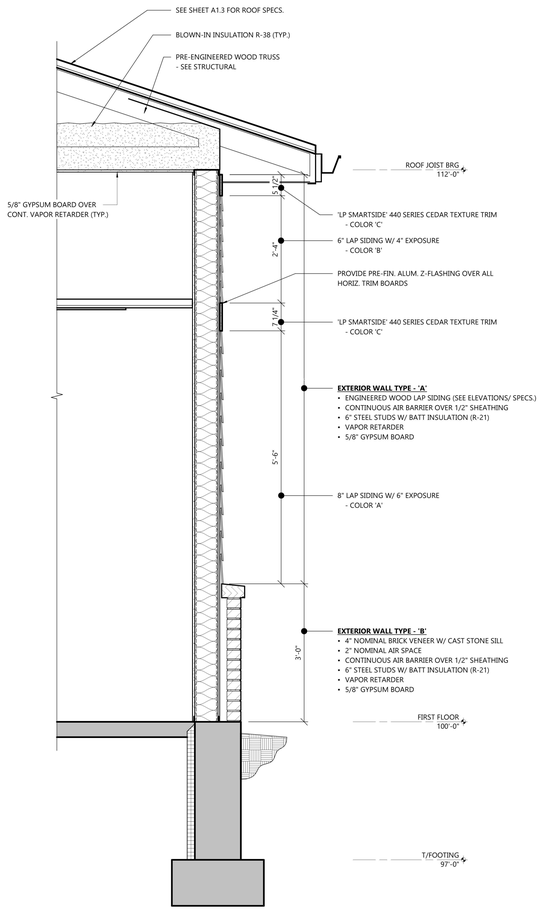
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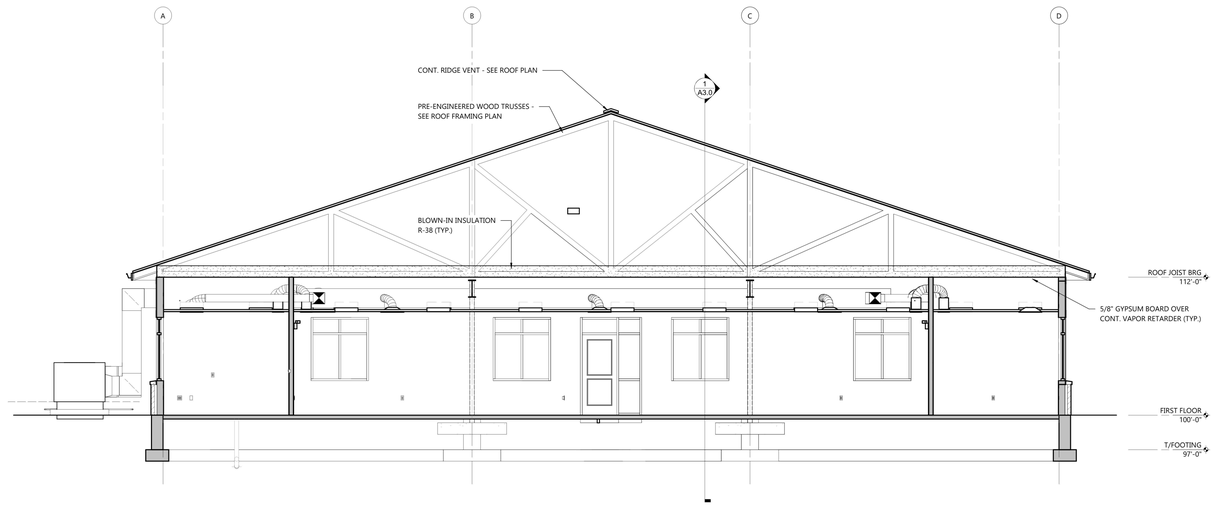
1 A3.0 BUILDING CROSS SECTION

SCALE: 3/16" = 1'-0"



3 A3.0 TYPICAL WALL SECTION

SCALE: 3/4" = 1'-0"



2 A3.0 BUILDING CROSS SECTION.

SCALE: 3/16" = 1'-0"

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

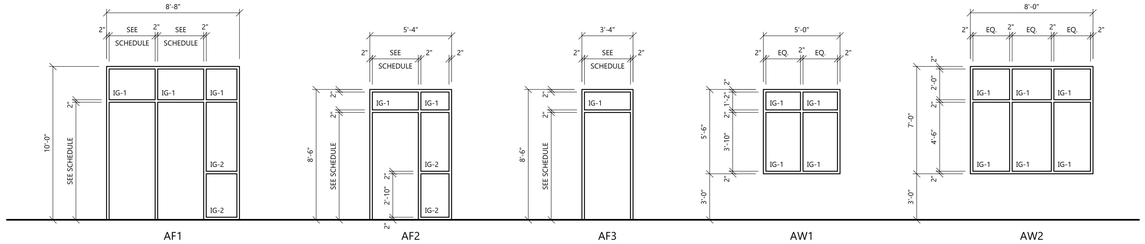
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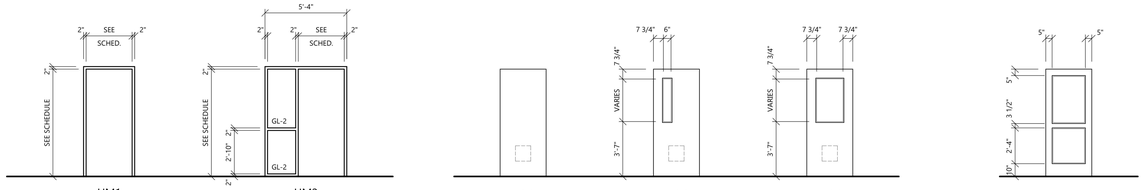
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ALUMINUM FRAME ELEVTIONS

SCALE: 1/4" = 1'-0"



SOLID CORE WOOD DOOR

SOLID CORE WOOD DOOR
INTERIOR GLAZING: GL-2

SOLID CORE WOOD DOOR
INTERIOR GLAZING: GL-2

500 WIDE STILE ALUMINUM DOOR
EXTERIOR GLAZING: IG-2

HOLLOW METAL FRAME ELEVATIONS

SCALE: 1/4" = 1'-0"

SOLID CORE WOOD DOOR ELEVATIONS

SCALE: 1/4" = 1'-0"

ALUMINUM DOOR ELEVATION

SCALE: 1/4" = 1'-0"

DOOR SCHEDULE

DOOR NO.	DOOR SIZE WIDTH	HEIGHT	THICKNESS	DOOR TYPE	FRAME TYPE	JAMB/HEAD WRAP	FIRE RATING	UNDERCUT OR GRILLE (W x H)	DOOR HARDWARE HINGE	LOCKSET	STOPS	CLOSER	EXIT DEVICE	PUSH-PULL / KICK	MISC.	W.S., SWEEP, THRESHOLD	DOOR OPTIONS OPERATION	LIFT	REMARKS
100A	3'-0"	7'-8"	1 3/4"	AD3	AF1														
100B	3'-0"	7'-8"	1 3/4"	AD3	"														
100C	3'-0"	7'-0"	1 3/4"	WD1	HM2														
102A	3'-0"	7'-1"	1 3/4"	AD3	AF3														
102B	3'-0"	7'-0"	1 3/4"	WD2	HM1														
103	3'-0"	7'-0"	1 3/4"	WD1	HM1														
104	3'-0"	7'-0"	1 3/4"	WD1	HM1														
105	3'-0"	7'-0"	1 3/4"	AD3	AF2														
106	3'-0"	7'-0"	1 3/4"	WD3	HM2														
107	3'-0"	7'-0"	1 3/4"	WD2	HM1														
108	3'-0"	7'-0"	1 3/4"	WD1	HM1														
109A	3'-0"	7'-0"	1 3/4"	WD3	HM1														
109B	3'-0"	7'-0"	1 3/4"	WD3	HM2														
110	3'-0"	7'-0"	1 3/4"	WD1	HM2														
111	3'-0"	7'-0"	1 3/4"	WD1	HM2														
112	3'-0"	7'-0"	1 3/4"	WD1	HM2														
113	3'-0"	7'-0"	1 3/4"	WD1	HM2														
114	3'-0"	7'-0"	1 3/4"	WD1	HM2														
115	3'-0"	7'-0"	1 3/4"	WD1	HM2														
116	3'-0"	7'-0"	1 3/4"	WD1	HM2														
117	3'-0"	7'-0"	1 3/4"	WD1	HM2														
118	3'-0"	7'-0"	1 3/4"	AD3	AF2														
119	3'-0"	7'-0"	1 3/4"	WD1	HM2														
120	3'-0"	7'-0"	1 3/4"	WD1	HM2														
121	3'-0"	7'-0"	1 3/4"	WD1	HM2														
122	3'-0"	7'-0"	1 3/4"	WD1	HM2														
123	3'-0"	7'-0"	1 3/4"	WD1	HM2														
124	3'-0"	7'-0"	1 3/4"	WD1	HM2														
125	3'-0"	7'-0"	1 3/4"	WD1	HM2														
126	3'-0"	7'-0"	1 3/4"	WD1	HM2														
127	3'-0"	7'-0"	1 3/4"	WD1	HM2														
128	3'-0"	7'-0"	1 3/4"	WD1	HM1														
129	3'-0"	7'-0"	1 3/4"	WD1	HM1														
130	3'-0"	7'-0"	1 3/4"	WD1	HM1														
131	3'-0"	7'-0"	1 3/4"	WD1	HM1														
133	6'-0"	7'-0"	1 3/4"	(2)WD1	HM1														
134	3'-0"	7'-0"	1 3/4"	WD1	HM1														
135	3'-0"	7'-0"	1 3/4"	WD1	HM1														

ROOM FINISH SCHEDULE

ROOM #	ROOM NAME	FLOOR	BASE	WALLS NORTH	SOUTH	WEST	EAST	CEILING FINISH	REMARKS
100	ENTRY VESTIBULE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
101	RECEPTION	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
102	SHIPPING	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
103	JANITOR	SC	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
104	MECHANICAL	SC	VB	P-GYP	P-GYP	P-GYP	P-GYP	P-GYP	
105	CORRIDOR	LVT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
106	BREAKROOM	LVT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
107	FITNESS ROOM	LVT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
108	STORAGE	SC	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
109	TRAINING	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
110	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
111	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
112	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
113	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
114	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
115	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
116	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
117	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
118	OPEN OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
119	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
120	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
121	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
122	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
123	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
124	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
125	OFFICE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
126	CONFERENCE ROOM	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
127	CONFERENCE ROOM	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
128	MENS LOCKER	EPX	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT/ P-GYP	
129	MENS TLT.	EPX	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
130	WOMENS LOCKER	EPX	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT/ P-GYP	
131	WOMENS TLT.	EPX	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
132	CORRIDOR	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
133	STORAGE	SC	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
134	RECORDS	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
134	OFFICE WORK SPACE	CPT	VB	P-GYP	P-GYP	P-GYP	P-GYP	ACT	
135	DATA	SC	VB	P-GYP	P-GYP	P-GYP	P-GYP	P-GYP	

ROOM FINISH KEY

FLOOR FINISHES:
CPT = CARPET TILE
LVT = LUXURY VINYL TILE
SC = SEALED CONCRETE
EPX = EPOXY

BASE FINISHES:
VB = VINYL BASE

WALL FINISHES:
P-GYP = PAINTED GYPSUM BOARD

CEILING FINISHES:
ACT = ACOUSTICAL CEILING TILE
P-GYP = PAINTED GYPSUM BOARD

HOLLOW METAL DOOR & FRAME SPECIFICATIONS:

MANUFACTURER:
- CURRIES (APPROVED EQUIVALENT: STEELCRAFT)

CONSTRUCTION:
- DOORS
  - 707 N SERIES
  - MIN. 18 ga. w/ POLYSTYRENE CORE @ INTERIOR DOORS, R VALUE = 7.25
  - MIN. 16 ga. w/ POLYURETHANE CORE AND FLUSH TOP CAP @ EXTERIOR DOORS, R VALUE = 10
- FRAMES
  - 'M' PROFILE w/ CONT. WELD FACE SEAMS AT FULL WIDTH OF JAMB
  - MIN. 16 ga. @ INTERIOR FRAMES
  - MIN. 14 ga. @ EXTERIOR FRAMES w/ URETHANE FOAM INSUL.
- GENERAL REQUIREMENTS
  - ALL EXTERIOR DOORS AND FRAMES TO BE GALVANIZED
  - ALL DOORS & FRAMES TO HAVE BAKED ON PRIMER FINISH
  - ALL DOORS & FRAMES TO BE REINFORCED AND PREPARED FOR HARDWARE
  - ALL REINFORCEMENT TO BE MIN. 12 ga.
  - PROVIDE WELDED-IN BASE ANCHORS
  - PROVIDE (3) SILENCERS PER JAMB @ ALL METAL DOOR FRAMES
  - PROVIDE METAL FRAME FOR LITES & GRILLES
  - PAINT LITE FRAMES TO MATCH DOOR FRAMES

SOLID CORE WOOD DOOR SPECIFICATIONS:

MANUFACTURER:
- MARSHFIELD DOOR SYSTEMS, INC.

CONSTRUCTION:
- 5 PLY CONSTRUCTION w/ STILES AND RAILS BONDED TO CORE
- PARTICLE BOARD CORE OR STRUCTURAL COMPOSITE LUMBER CORE PER MANUFACTURER RECOMMENDATIONS w/ HARDWOOD EDGES TO MATCH FACE SPECIES AS REQ'D FOR CUTOUTS
- MINERAL CORE w/ HARDWOOD EDGES TO MATCH FACE SPECIES AS REQ'D FOR FIRE RATED DOORS
- RED OAK, PLAIN SLICED WDMA CUSTOM GRADE w/ GRADE A FACES STANDARD DUTY DOOR UNLESS NOTED OTHERWISE
- VENEER LEAVES TO BE BOOK MATCH, RUNNING MATCH PAIR AND SET MATCH @ DOORS IN SAME OPENING OR FRAME
- FACTORY FINISHED w/ STAIN AND TR-6 PREMIUM FINISH, CUSTOM STAIN COLOR AS SELECTED BY ARCHITECT/OWNER
- PROVIDE BLOCKING AS REQ'D TO ELIMINATE THROUGH BOLTING OF ALL HARDWARE
- PROVIDE MANUF. STANDARD FLUSH WOOD BEAD AT LITES & GRILLES (WDMA OPTION: M1)
- ALL RATED DOORS ARE TO BE CATEGORY A, POSITIVE PRESSURE, UL10C

WARRANTY:
- LIFETIME

EXTERIOR ALUM. STOREFRONT SPECIFICATIONS:

MANUFACTURER:
- KAWNEER

PRODUCT:
- TRIFAB VG 451T THERMALLY BROKEN FRAMING SYSTEM

CONSTRUCTION:
- 2" x 4 1/2" DEEP FRAMING MEMBERS. ASTM B 221; 6063-TS ALLOY AND TEMPER
- CENTER GLAZING SYSTEM
- SUPPLIER TO VERIFY ALL WIND LOAD AND DEFLECTION CRITERIA AND PROVIDE ALL ACCESSORIES AND REINFORCEMENT AS REQ'D BY APPLICABLE CODES AND FOR A COMPLETE INSTALLATION
- SUPPLIER TO PROVIDE AND INSTALL ANY REQ'D BRAKE METAL PANELS AS REQ'D TO COVER ANY STRUCTURE, FRAMING, OR ADJACENT / INTERVENING CONSTRUCTION
- PROVIDE CONT. EXTRUDED SILL FLASHING AT EACH EXT. FRAMING UNIT
- PROVIDE CONT. EXTRUDED, THERMALLY BROKEN HEAD RECEPTOR AT EACH FRAMING UNIT
- PROVIDE CONT. EXTRUDED, THERMAL FLAT FILLER TO JAMB MEMBERS
- WHERE ALUMINUM WILL CONTACT DISSIMILAR METALS, PROTECT AGAINST GALVANIC REACTIONS BY PAINTING CONTACT SURFACES WITH PRIMER OR BY APPLYING SEALANT OR TAPE PER MANUF. SPEC'S
- FINISH TO BE KAWNEER PERMANODIC AA-M12C22A31, AAMA 611, ARCHITECTURAL CLASS I COLOR ANODIC COATING
  COLOR TO BE #40 DARK BRONZE

GENERAL DOOR AND FRAME NOTES:

- ALL DOORS SHALL MEET A.D.A. REQUIREMENTS
- ALL DOOR THRESHOLDS SHALL NOT EXCEED 1/2" IN HEIGHT
- VERIFY FRAME DEPTHS W/ WALL THICKNESS. PROVIDE WRAP AROUND FRAMES AT STUD WALLS
- PROVIDE SEALANT BOTH SIDES OF DOOR FRAMES, WHERE DIFFERENT MATERIALS MEET AND FOR WEATHER TIGHTNESS
- GENERAL CONTRACTOR TO VERIFY SIZE OF ALL EQUIPMENT (ELECTRICAL, MECHANICAL, KITCHEN, LAUNDRY, ETC.) SELECTED FOR THE PROJECT TO DETERMINE THAT ALL DOORS (INCLUDING PATH OF TRAVEL) ARE OF ADEQUATE SIZE TO ACCOMMODATE INSTALLATION AND REPLACEMENT
- VERIFY ALL ROUGH OPENING REQUIREMENTS WITH MANUFACTURERS DRAWINGS
- SEE SHEET A0.1 FOR GENERAL BUILDING SPECIFICATIONS
- DOOR, FRAME AND HARDWARE SCHEDULE TO BE PROVIDED BY HARDWARE SUPPLIER FOR A/E REVIEW - NUMBERING SYSTEM AND NOMENCLATURE SHALL MATCH THOSE FOUND IN CONSTRUCTION DOCUMENTS
- HARDWARE SUPPLIER IS RESPONSIBLE FOR COORDINATING KEYING REQUIREMENTS WITH OWNER
- ALUMINUM SUPPLIER SHALL FURNISH AND INSTALL ALL HARDWARE FOR ALUMINUM DOORS AS NOTED ON PLANS - THE SAME MANUFACTURERS AND MODELS SHALL BE USED FOR BOTH ALUMINUM AND OTHER DOOR HARDWARE
- CONTRACTOR TO PROVIDE PRODUCTS AND SYSTEMS COMPLETE WITH ALL ACCESSORIES, TRIM, FINISH, FASTENERS AND OTHER ITEMS NEEDED FOR A COMPLETE INSTALLATION AND INTENDED USE AND EFFECT
- DOOR UNDERCUTS, WHERE NOTED, SHALL BE 1" FROM FINISHED FLOOR (TYP.)
- DOOR TRANSFER GRILLES BY DOOR SUPPLIER
  NATIONAL GUARD PRODUCTS MODEL L-700-RX
  -PAINT TO MATCH DOOR FRAME
- SEE ELECTRICAL PLANS FOR DOOR CARD READER LOCATIONS
- FERROUS METAL (PAINTED) - DOORS, FRAMES, HANDRAILS & MISC. METALS:
  (1) COAT SW KEM KROMIC UNIVERSAL METAL PRIMER, B50WZ SERIES
  (2) COATS PRO MAR 200 ALKYD ENAMEL EG-SHEL OR SEMI GLOSS B33 OR B34 SERIES

GLAZING SCHEDULE

GLAZING SHALL MEET THE FOLLOWING STANDARDS AND GUIDELINES AS APPLICABLE FOR EACH TYPE:
- ASTM E 1300, ASTM C 1036, ASTM C 1048, ASTM E 774
- GANA GLAZING MANUAL
- SIGMA TM-3000 VERTICAL GLAZING GUIDELINES

IG-1: LOW-E INSULATED GLAZING

- PRODUCT:
  PPG INDUSTRIES, INC.
  'SOLARBAN' 60(3), 'Bronze'

U-VALUE WINTER (NIGHT)	U-VALUE SUMMER (DAY)	SHADING COEFFICIENT	SOLAR HEAT GAIN COEFFICIENT
0.29	0.27	0.36	0.31

1" UNIT w/ 1/2" AIRSPACE AND (2) 1/4" LITES
LOW-EMISSIVITY COATING ON THIRD SURFACE

- INDOOR LITE: TYPE I, CLASS I, QUALITY Q3
  FLOAT GLASS, KIND HS (HEAT STRENGTHENED),
  CONDITION A
- OUTDOOR LITE: TYPE I, CLASS II, QUALITY Q3
  FLOAT GLASS, KIND HS (HEAT STRENGTHENED),
  CONDITION A

IG-2: LOW-E INSULATED TEMPERED GLAZING

- PRODUCT:
  PPG INDUSTRIES, INC.
  'SOLARBAN' 60(3), 'Bronze'

U-VALUE WINTER (NIGHT)	U-VALUE SUMMER (DAY)	SHADING COEFFICIENT	SOLAR HEAT GAIN COEFFICIENT
0.29	0.27	0.36	0.31

1" UNIT w/ 1/2" AIRSPACE AND (2) 1/4" LITES
LOW-EMISSIVITY COATING ON THIRD SURFACE

- INDOOR LITE: TYPE I, CLASS I, QUALITY Q3
  FLOAT GLASS, KIND FT (FULLY TEMPERED),
  CONDITION A
- OUTDOOR LITE: TYPE I, CLASS II, QUALITY Q3
  FLOAT GLASS, KIND FT (FULLY TEMPERED),
  CONDITION A
- LOW-EMISSIVITY COATING ON THIRD SURFACE

GL-1: CLEAR FLOAT GLASS

- LITE: TYPE I, CLASS I, QUALITY Q3
  FLOAT GLASS, KIND HS (HEAT STRENGTHENED),
  CONDITION A, 1/4" THICK

GL-2: CLEAR FLOAT GLASS, TEMPERED

- LITE: TYPE I, CLASS I, QUALITY Q3
  FLOAT GLASS, KIND FT (FULLY TEMPERED),
  CONDITION A, 1/4" THICK

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HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

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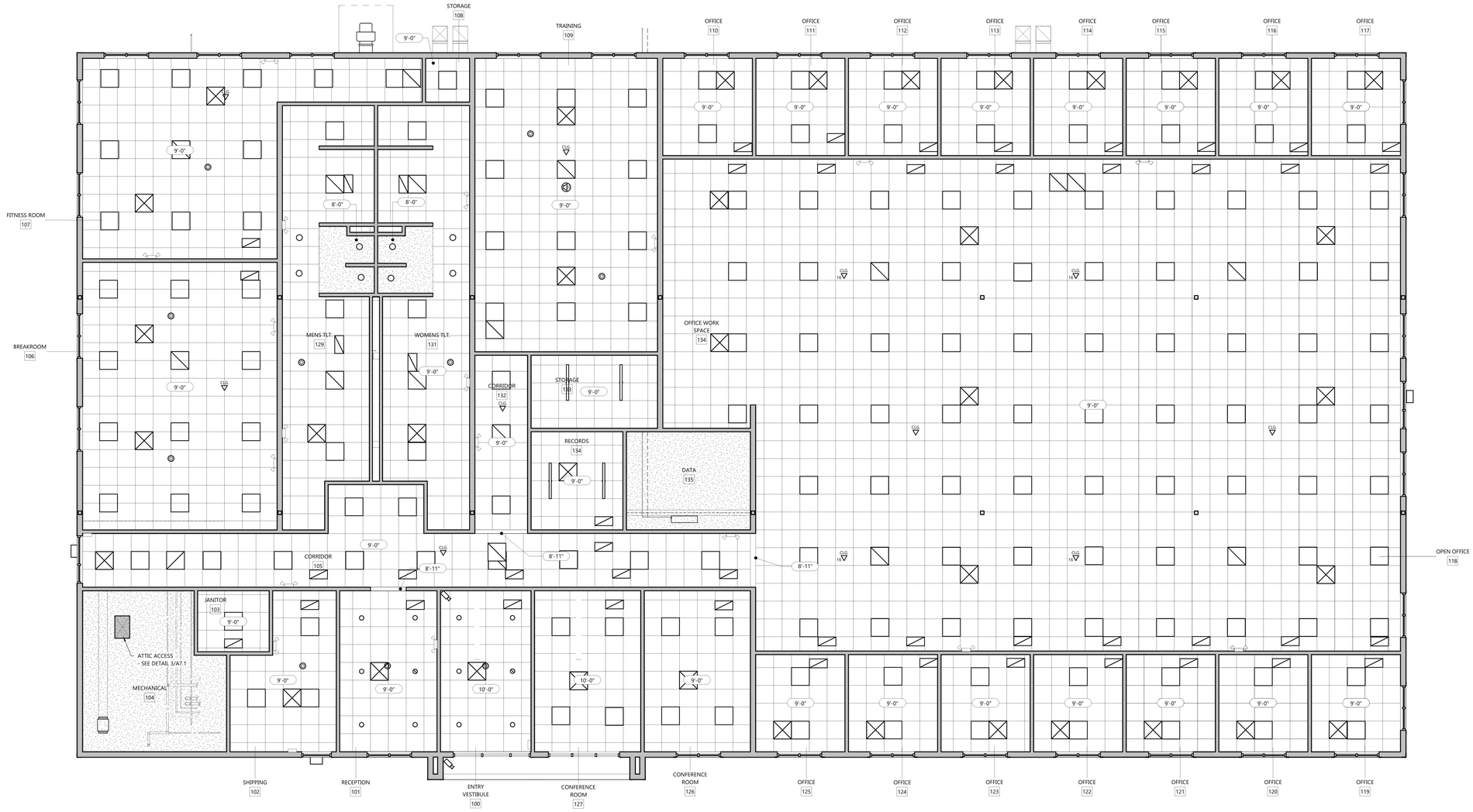
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ARCHITECTURAL SCHEDULES

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NORTH

REFLECTED CEILING PLAN

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

ARCHITECTURAL FIRST FLOOR REFLECTED CEILING PLAN

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HYDRITE CHEMICAL COMPANY

WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES

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JOB NUMBER

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SHEET NUMBER

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TABLE 2304.10.1
WOOD CONNECTION FASTENING SCHEDULE

CONNECTION	FASTENING (A) (M)	LOCATION
ROOF		
1. BLOCKING BETWEEN CEILING JOISTS, RAFTERS OR TRUSSES TO TOP PLATE OR OTHER FRAMING BELOW	3 - 8d COMMON 3 - 10d BOX 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	EACH END, TOENAIL
BLOCKING BETWEEN RAFTERS OR TRUSS NOT AT THE WALL TOP PLATE, TO RAFTER OR TRUSS	2 - 8d COMMON 3 - 3" X 0.131" NAILS 2 - 3" X 14 GAGE STAPLES	EACH END, TOENAIL
FLAT BLOCKING TO TRUSS AND WEB FILLER	2 - 16d COMMON 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	END NAIL
	16d COMMON @ 6" O.C. 3" X 0.131" NAILS @ 6" O.C. 3" X 14 GAGE STAPLES @ 6" O.C.	FACE NAIL
2. CEILING JOISTS TO TOP PLATE	3 - 8d COMMON 3 - 10d BOX 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	EACH JOIST, TOENAIL
3. CEILING JOIST NOT ATTACHED TO PARALLEL RAFTER, LAPS OVER PARTITIONS (NO THRUST) (SEE SECTION 2308.7.3.1, TABLE 2308.7.3.1)	3 - 16d COMMON 4 - 10d BOX 4 - 3" X 0.131" NAILS 4 - 3" X 14 GAGE STAPLES	FACE NAIL
4. CEILING JOIST ATTACHED TO PARALLEL RAFTER (HEEL JOINT) (SEE SECTION 2308.7.3.1, TABLE 2308.7.3.1)	PER TABLE 2308.7.3.1	FACE NAIL
5. COLLAR TIE TO RAFTER	3 - 10d COMMON 4 - 10d BOX 4 - 3" X 0.131" NAILS 4 - 3" X 14 GAGE STAPLES	FACE NAIL
6. RAFTER OR ROOF TRUSS TO TOP PLATE (SEE SECTION 2308.7.5, TABLE 2308.7.5)	3 - 10d COMMON 3 - 16d BOX 4 - 10d BOX 4 - 3" X 0.131" NAILS 4 - 3" X 14 GAGE STAPLES	TOENAIL [c]
7. ROOF RAFTERS TO RIDGE VALLEY OR HIP RAFTERS; OR ROOF RAFTER TO 2-INCH RIDGE BEAM	2 - 16d COMMON 3 - 10d BOX 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	END NAIL
	3 - 10d COMMON 3 - 16d BOX 4 - 10d BOX 4 - 3" X 0.131" NAILS 4 - 3" X 14 GAGE STAPLES	TOENAIL
WALL		
8. STUD TO STUD (NOT AT BRACED WALL PANELS)	16d COMMON	24" O.C. FACE NAIL
	10d BOX 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	16" O.C. FACE NAIL
9. STUD TO STUD AND ABUTTING STUDS AT INTERSECTING WALL CORNERS (AT BRACED WALL PANELS)	16d COMMON	16" O.C. FACE NAIL
	16d BOX	12" O.C. FACE NAIL
	3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	12 O.C. FACE NAIL
10. BUILT-UP HEADER (2" TO 2" HEADER)	16d COMMON	16" O.C. EACH EDGE, FACE NAIL
	16d BOX	12" O.C. EACH EDGE, FACE NAIL
11. CONTINUOUS HEADER TO STUD	4 - 8d COMMON 4 - 10d BOX	TOENAIL
12. TOP PLATE TO TOP PLATE	16d COMMON	16" O.C. FACE NAIL
	10d BOX 3" X 0.131" NAILS 3" X 14 GAGE STAPLES	12" O.C. FACE NAIL
13. TOP PLATE TO TOP PLATE, AT END JOINTS	8 - 16d COMMON 12 - 10d BOX 12 - 3" X 0.131" NAILS 12 - 3" X 14 GAGE STAPLES	EACH SIDE OF END JOINT, FACE NAIL (MINIMUM 24" LAP SPLICE LENGTH AT EACH SIDE OF END JOINT)
14. BOTTOM PLATE TO JOIST, RIM JOIST, BAND JOIST, OR BLOCKING (NOT AT BRACED WALL PANELS)	16d COMMON	16" O.C. FACE NAIL
	16d BOX 3" X 0.131" NAILS 3" X 14 GAGE STAPLES	12" O.C. FACE NAIL
15. BOTTOM PLATE TO JOIST, RIM JOIST, BAND JOIST, OR BLOCKING AT BRACED WALL PANELS	2 - 16d COMMON 3 - 16d BOX 4 - 3" X 0.131" NAILS 4 - 3" X 14 GAGE STAPLES	16" O.C. FACE NAIL
16. STUD TO TOP OR BOTTOM PLATE	4 - 8d COMMON 4 - 10d BOX 4 - 3" X 0.131" NAILS 4 - 3" X 14 GAGE STAPLES	TOENAIL
	2 - 16d COMMON 3 - 10d BOX 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	END NAIL
17. TOP OR BOTTOM PLATE TO STUD	2 - 16d COMMON 3 - 10d BOX 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	END NAIL
18. TOP PLATES, LAPS AT CORNERS AND INTERSECTIONS	2 - 16d COMMON 3 - 10d BOX 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	FACE NAIL
19. 1" BRACE TO EACH STUD AND PLATE	2 - 8d COMMON 2 - 10d BOX 2 - 3" X 0.131" NAILS 2 - 3" X 14 GAGE STAPLES	FACE NAIL
20. 1" X 6" SHEATHING TO EACH BEARING	2 -8d COMMON 2 - 10d BOX	FACE NAIL
21. 1" X 8" AND WIDER SHEATHING TO EACH BEARING	3 - 8d COMMON 3 - 10d BOX	FACE NAIL
FLOOR		
22. JOIST TO SILL, TOP PLATE, OR GIRDER	3 - 8d COMMON 3 - 10d BOX 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	TOENAIL
23. RIM JOIST, BAND JOIST, OR BLOCKING TO TOP PLATE, SILL OR OTHER FRAMING BELOW	8d COMMON 10d BOX 3" X 0.131" NAILS 3" X 14 GAGE STAPLES	6" O.C., TOENAIL
24. 1" X 6" SUBFLOOR OR LESS TO EACH JOIST	2 - 8d COMMON 2 - 10d BOX	FACE NAIL
25. 2" SUBFLOOR TO JOIST OR GIRDER	2 - 16d COMMON	FACE NAIL
26. 2" PLANKS (PLANK & BEAM - FLOOR & ROOF)	2 - 16d COMMON	EACH BEARING, FACE NAIL
27. BUILT-UP GIRDERS AND BEAMS 2" LUMBER LAYERS	20d COMMON	32" O.C., FACE NAIL AT TOP AND BOTTOM STAGGERED ON OPPOSITE SIDES
	10d BOX 3" X 0.131" NAILS 3" X 14 GAGE STAPLES	24" O.C., FACE NAIL AT TOP AND BOTTOM STAGGERED ON OPPOSITE SIDES
	AND: 2 - 20d COMMON 3 - 10d BOX 3 - 3" X 0.131" NAILS 3 - 3" X 14 GAGE STAPLES	ENDS AND AT EACH SPLICE, FACE NAIL
28. LEDGER STRIP SUPPORTING JOISTS OR RAFTERS	3 - 16d COMMON 4 - 10d BOX 4 - 3" X 0.131" NAILS 4 - 3" X 14 GAGE STAPLES	EACH JOIST OR RAFTER, FACE NAIL
29. JOIST TO BAND JOIST OR RIM JOIST	3 - 16d COMMON 4 - 10d BOX 4 - 3" X 0.131" NAILS 4 - 3" X 14 GAGE STAPLES	END NAIL
30. BRIDGING OR BLOCKING TO JOIST, RAFTER, OR TRUSS	2 - 8d COMMON 2 - 10d BOX 2 - 3" X 0.131" NAILS 2 - 3" X 14 GAGE STAPLES	EACH END, TOENAIL

TABLE 2304.10.1
WOOD CONNECTION FASTENING SCHEDULE (CONT.)

WOOD STRUCTURAL PANELS (WSP), SUBFLOOR, ROOF AND INTERIOR WALL SHEATHING TO FRAMING AND PARTICLEBOARD WALL SHEATHING TO FRAMING (a)			
		EDGES (INCHES)	INTERMEDIATE SUPPORTS (INCHES)
31. 3/8" – 1/2"	6d COMMON OR DEFORMED (SUBFLOOR AND WALL)	6	12
	8d BOX OR DEFORMED (ROOF)	6	12
	2 3/8" X 0.113" NAILS (SUBFLOOR AND WALL)	6	12
	1 3/4" X 16 GAGE STAPLES (SUBFLOOR AND WALL)	4	8
	2 3/8" X 0.113" NAILS (ROOF)	4	8
	1 3/4" X 16 GAGE STAPLES (ROOF)	3	6
32. 19/32" – 3/4"	8d COMMON 6d DEFORMED	6	12
	2 3/8" X 0.113" NAILS (ROOF) 2" X 16 GAGE STAPLES	4	8
33. 7/8" – 1 1/4"	10d COMMON 8d DEFORMED	6	12
OTHER EXTERIOR WALL SHEATHING			
34. 1/2" FIBERBOARD SHEATHING (b)	1 1/2" GALVANIZED ROOFING NAIL (7/16" HEAD DIAMETER) 1 1/4" X 16 GAGE STAPLES	3	6
35. 25/32" FIBERBOARD SHEATHING (b)	1 3/4" GALVANIZED ROOFING NAIL (7/16" HEAD DIAMETER) 1 1/2" X 16 GAGE STAPLES	3	6
WOOD STRUCTURAL PANELS, COMBINATION SUBFLOOR UNDERLAYMENT TO FRAMING			
36. 3/4" OR LESS	8d COMMON 6d DEFORMED	6	12
37. 7/8" – 1"	8d COMMON 8d DEFORMED	6	12
38. 1 1/8" – 1 1/4"	10d COMMON 8d DEFORMED	6	12
PANEL SIDING TO FRAMING			
39. 1/2" OR LESS	6d CORROSION-RESISTANT SIDING (1 7/8" X 0.106") 6d CORROSION-RESISTANT CASING (2" X 0.099")	6	12
40. 5/8"	8d CORROSION-RESISTANT SIDING (2 3/8" X 0.128") 8d CORROSION-RESISTANT CASING (2 1/2" X 0.113")	6	12
INTERIOR PANELING			
41. 1/4"	4d CASING (1 1/2" X 0.080") 6d FINISH (1 1/2" X 0.072")	6	12
42. 3/8"	6d CASING (2" X 0.099") 6d FINISH (PANEL SUPPORTS AT 24 INCHES)	6	12

a. NAILS SPACED AT 6 INCHES AT INTERMEDIATE SUPPORTS WHERE SPANS ARE 48 INCHES OR MORE. FOR NAILING OF WOOD STRUCTURAL PANEL AND PARTICLEBOARD DIAPHRAGMS AND SHEAR WALLS, REFER TO SECTION 2305. NAILS FOR WALL SHEATHING ARE PERMITTED TO BE COMMON, BOX, OR CASING.

b. SPACING SHALL BE 6 INCHES ON CENTER ON THE EDGES AND 12 INCHES ON CENTER AT INTERMEDIATE SUPPORTS FOR NONSTRUCTURAL APPLICATIONS. PANEL SUPPORTS AT 16" (20 INCHES IF STRENGTH AXIS IN THE LONG DIRECTION OF THE PANEL, UNLESS OTHERWISE MARKED).

c. WHERE A RAFTER IS FASTENED TO AN ADJACENT PARALLEL CEILING JOIST IN ACCORDANCE WITH THIS SCHEDULE AND THE CEILING JOIST IS FASTENED TO THE TOP PLATE IN ACCORDANCE WITH THIS SCHEDULE, THE NUMBER OF TOENAILS IN THE RAFTER SHALL BE PERMITTED TO BE REDUCED BY ONE NAIL.

STRUCTURAL DESIGN CRITERIA

GOVERNING CODES:

CITY OF WATERLOO BUILDING CODE w/ 2015 INTERNATIONAL BUILDING CODE (IBC)
ALL LOADS SHOWN ON PLANS ARE UNFACTORED FOR ALLOWABLE STRESS DESIGN (ASD) LOAD COMBINATIONS
LOAD COMBINATION UTILIZED ARE FROM ASCE 7-10

ROOF SNOW LOAD (PER SECTION 1608 AND ASCE 7-10 SECTION 7)

GROUND SNOW LOAD (Pg) (PER FIGURE 1608.2)	30 PSF
FLAT ROOF SNOW LOAD (Pf)	23.1 PSF
SLOPED ROOF SNOW LOAD (Ps)	20 PSF
SNOW EXPOSURE FACTOR (Ce)	1.0
SNOW IMPORTANCE FACTOR (Is)	1.0 (RISK CATEGORY II)
THERMAL FACTOR (Ct)	1.1
UNBALANCED SNOW LOADING PER ASCE 7-10 (SECTION 7.6)	SEE SNOW LOAD CALCULATION
SNOW DRIFT PER ASCE 7-10, (SECTIONS 7.7 AND 7.8)	
SLIDING SNOW LOADING PER ASCE 7-10, (SECTION 7.9)	

ROOF LIVE LOAD

MINIMUM ROOF LIVE LOAD PER SECTION 1607.12	20 PSF

ROOF DEAD LOADS AND DEFLECTION REQUIREMENTS

WOOD TRUSS	DEAD LOAD - TOP CHORD	10 PSF
	DEAD LOAD - BOT. CHORD	10 PSF (INCL. 3 PSF COLLATERAL)
	R.T.U. LOADS PER FRAMING PLANS/SPECIAL TRUSS DIAGRAMS ON STRUCTURAL SHEETS	
	DEFL. REQ. DUE TO GRAVITY LOADS	L/240 LL L/180 TL
	DEFL. REQ. DUE TO WIND AT GABLE TRUSS VERT.	L/240

LATERAL

WIND LOADS	DIRECTIONAL PROCEDURE PER ASCE 7-10 SECTION 27		
	BASIC WIND SPEED = 115 MPH (RISK CATEGORY II) WIND EXPOSURE = "C"		
	INTERNAL PRESSURE COEFFICIENT = + OR - 0.18		
	COMPONENT AND CLADDING PRESSURES/SUCTIONS FOR EFFECTIVE AREAS <= 10 S.F. AS FOLLOWS:		
		EDGE STRIP (A) = 7.5 FT	
		ROOF ZONE 1 PRESSURE= 17.4 PSF, SUCTION= -27.6 PSF	
		ROOF ZONE 2 PRESSURE= 17.4 PSF, SUCTION= -48.1 PSF	
		ROOF ZONE 3 PRESSURE= 17.4 PSF, SUCTION= -71.1 PSF	
		WALL ZONE 4 PRESSURE= 30.2 PSF, SUCTION= -32.7 PSF	
		WALL ZONE 5 PRESSURE= 30.2 PSF, SUCTION= -40.4 PSF	
	PRESSURES/SUCTIONS MAY BE REDUCED FOR AREAS > 10 S.F. PER ASCE 7-10		
	MINIMUM WIND LOADS PER ASCE 7-10		
		MWFRS: 16.0 PSF ON HORIZONTAL AND VERTICAL PROJECTION	
		COMPONENT AND CLADDING: + OR - 16.0 PSF NORMAL TO SURFACE.	
EARTHQUAKE DESIGN DATA	SEISMIC IMPORTANCE FACTOR = 1.00 (RISK CATEGORY = II)		
	SPECTRAL RESPONSE COEFFICIENT	S(DS) = 0.064	S(D1) = 0.069
	SITE CLASS = D (ASSUMED) SEISMIC DESIGN CATEGORY = B		
	SEISMIC FORCE RESISTING SYSTEM = LIGHT FRAMED LIGHT GAUGE WALLS SHEATHED W/ WOOD STRUCTURAL PANELS (R=6.5)		
	DESIGN BASE SHEAR (V) = 4,000 LBS.		
	ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE PER ASCE 7-10 SECTION 12.8		
STABILITY LOADS	INTERIOR PARTITIONS 5 PSF		

ALLOWABLE SOIL BEARING PRESSURE

FOUNDATIONS SHALL NOT BE PLACED PRIOR TO CONFIRMATION OF SOIL TYPE BELOW THE BOTTOM OF THE FOOTING. THE CONTRACTOR SHALL ADVISE EXCEL ENGINEERING, INC. OF ANY DEVIATION FROM SOIL CLASS PRIOR TO POURING FOOTINGS. THE PRESUMED SOIL BEARING CAPACITY IS 1,500 PSF.

THE PRESUMED SOIL CLASSIFICATION PER SECTION 1806, TABLE 1806.2 IS (4) SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL, AND CLAYEY GRAVEL

GENERAL STRUCTURAL NOTES

MISCELLANEOUS STRUCTURAL NOTES:

IN THE FOLLOWING NOTES, THE TERM "CONTRACTOR" REFERS TO ALL CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS ENGAGED IN THE EXECUTION OF WORK SHOWN ON THESE PLANS. THE TERM "A/E" REFERS TO EXCEL ENGINEERING, INC.

CONTRACTOR SHALL CROSS CHECK WITH ARCHITECTURAL, HVAC AND PLUMBING PLANS FOR ADDITIONAL DETAILS, DIMENSIONS, ELEVATIONS, OPENINGS, INSERTS, BRICK LEDGES, ETC. NOTIFY A/E OF ANY CONFLICTS BEFORE BEGINNING WORK.

IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE IN ORDER TO INSURE THE SAFETY OF THE BUILDING, WORKMEN, AND OCCUPANTS DURING CONSTRUCTION (MEANS & METHODS OF CONSTRUCTION). THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF SHORING, UNDERPINNING, AND TEMPORARY BRACING, AS NECESSARY. A/E MAY BILL CONTRACTOR ON A TIME AND EXPENSE BASIS FOR ADDITIONAL WORK, FOR ALL NEW SKETCHES, AND FOR ALL ADDITIONAL REVIEW TIME RELATED TO MEANS & METHODS.

WHERE DETAILS ARE CALLED FOR IN ONE AREA OF THE BUILDING THEY SHALL BE DUPLICATED AT SIMILAR CONDITIONS, UNLESS SHOWN OTHERWISE.

IN THE EVENT OF ANY CONFLICT BETWEEN PLANS, DETAILS, STRUCTURAL NOTES, STRUCTURAL AND ARCHITECTURAL DRAWINGS, AND SPECIFICATIONS, CONTRACTOR SHALL BRING THE CONFLICT TO THE A/E'S ATTENTION. CONTRACTOR SHALL BID THE MOST EXPENSIVE INSTALLATION CALLED OUT.

CONTRACTOR SHALL SURVEY THE EXISTING BUILDING FOR ALL DIMENSIONS, ELEVATIONS, AND CONDITIONS NEEDED TO PERFORM THE WORK SHOWN ON THESE PLANS. THIS INCLUDES VERIFYING DIMENSIONS, ELEVATIONS, & CONDITIONS SHOWN ON THE CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL REPORT ANY NON-CONFORMANCE WITH DESIGN DRAWINGS TO THE A/E IMMEDIATELY.

ALL MEMBERS/WORK SHOWN ARE NEW UNLESS SPECIFICALLY NOTED "EXISTING"

REMOVE AND REPLACE AND/OR MODIFY ALL EXISTING CONSTRUCTION (ELECTRICAL, MECHANICAL, HVAC, STRUCTURAL, ARCHITECTURAL) AS REQUIRED IN ORDER TO PLACE NEW STRUCTURAL WORK SHOWN ON THESE DRAWINGS.

THESE STRUCTURAL PLANS DEPICT A STRUCTURAL FRAMING SYSTEM AND THE MAJOR COMPONENTS OF THAT SYSTEM. MINOR ITEMS SUCH AS POURSTOPS, DECK SUPPORT ANGLES AT COLUMNS, FRAMES AT FLOOR AND ROOF DECK OPENINGS, ETC, SHALL BE SUPPLIED BY THE CONTRACTOR AS NEEDED TO PROVIDE A COMPLETE SYSTEM.

PROVIDE OVERFLOW DRAINS AND/OR SCUPPERS SUFFICIENT TO LIMIT DEPTH OF STANDING WATER TO 6" AT DRAINS, IN THE EVENT THAT THE PRIMARY ROOF DRAINS ARE NOT FUNCTIONING. IN NO CASE SHALL BOTTOM OF SCUPPER BE LOCATED MORE THAN 12" ABOVE MAIN ROOF MEMBRANE ELEVATION (NOT CANT) AT EXTERIOR WALL OF BUILDING.

BOTTOM OF FOOTING ELEVATION SHALL BE A MINIMUM OF 3'-0" BELOW ADJACENT EXTERIOR GRADE. NOTIFY A/E OF ANY FOOTING ELEVATION CHANGE REQUIRED IN ORDER TO PROVIDE 3'-0" FROST PROTECTION BEFORE PLACING FOOTINGS.

FOUNDATION SHORING AND/OR UNDERPINNING SHALL BE DESIGNED BY THE CONTRACTOR TO LIMIT HORIZONTAL AND VERTICAL MOVEMENT OF EXISTING CONSTRUCTION TO 3/16".

POST-INSTALLED ANCHORS:

CONTRACTOR SHALL PROVIDE EXCEL ENGINEERING WITH SPECIFICATIONS AND DESIGN INFORMATION FOR ALL ALTERNATE ANCHORS. CONTRACTOR SHALL MAKE ARRANGEMENTS TO COMPENSATE EXCEL ENGINEERING FOR THE EXTRA WORK INVOLVED.

CLEAN SURFACES THOROUGHLY PRIOR TO INSTALLATION. PREPARE SURFACES USING THE METHODS RECOMMENDED BY THE MANUFACTURER FOR ACHIEVING THE BEST RESULTS FOR THE SUBSTRATE UNDER THE PROJECT CONDITIONS.

DO NOT BEGIN INSTALLATION UNTIL SUBSTRATES HAVE BEEN PROPERLY PREPARED. IF SUBSTRATE PREPARATION IS THE RESPONSIBILITY OF ANOTHER INSTALLER, NOTIFY CONTRACTOR OF UNSATISFACTORY PREPARATION BEFORE PROCEEDING.

INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS AND AS REQUIRED BY APPLICABLE CODE.

APPLY ANCHOR ITEMS NEATLY, WITH ANCHORS MOUNTED PLUMB AND LEVEL UNLESS OTHERWISE INDICATED.

EXCEL ENGINEERING RESERVES THE RIGHT TO REQUIRE THE ANCHOR MANUFACTURER'S REPRESENTATIVE TO DEMONSTRATE PROPER INSTALLATION PROCEDURES FOR POST-INSTALLED ANCHORS AND TO OBSERVE CONTRACTOR'S INSTALLATION PROCEDURES, AT NO EXTRA COST TO OWNER.

EXCEL ENGINEERING RESERVES THE RIGHT TO REQUIRE PULLOUT OR SHEAR TESTS TO DETERMINE ADEQUACY OF ANCHORS, AT NO EXTRA COST TO OWNER.

STRUCTURAL SUBMITTAL REQUIREMENTS

FILLED BOXES ARE ANTICIPATED SUBMITTALS.

- ■ CONCRETE MIX DESIGN(S)
- ■ SLAB/TOPPING CONTROL JOINT LAYOUT
- ■ CONCRETE REINFORCING
- ■ COLUMN ANCHOR BOLT LAYOUT & DETAILS
- ■ STRUCTURAL STEEL
- ■ MISC. STEEL (TO INCLUDE STAIRS, GUARDRAILS, BOLLARDS, EQUIP. SUPPORT FRAMES, ETC.)
- ☐ STEEL JOIST, JOIST GIRDERS, & DECK
- ☐ FINAL, APPROVED JOIST/GIRDER LAYOUT PLAN AND DESIGN CALCULATIONS
- ☐ PRECAST WALL PANELS (TO INCLUDE ANCHORAGE DETAILS, SHEARWALL CALCULATIONS, ETC.)
- ☐ PRECAST PLANK/DOUBLE TEEs (TO INCLUDE DIAPHRAGM CALCULATIONS)
- ☐ LIGHT GAUGE FRAMING (TRUSSES, BRG. STUDS, CONNECTIONS, ETC.)
- ☐ WOOD FLOOR TRUSSES
- ☐ WOOD FLOOR/ROOF "I" JOIST
- ■ WOOD ROOF TRUSSES
- ☐ METAL BUILDING REACTIONS - PRELIMINARY (TO INCLUDE ANCHOR BOLT SIZES AND LAYOUTS.)
- ☐ METAL BUILDING REACTIONS - FINAL (TO INCLUDE ANCHOR BOLT SIZES AND LAYOUTS.)
- ☐ CONCRETE MASONRY UNITS (CMU'S)
- ☐ CMU REINFORCING
- ☐ INSULATED METAL PANELS (WALLS, ROOF, CEILING, CONNECTIONS, ETC.)

NOTES:

SUBMIT ALL SHOP DRAWINGS LISTED ABOVE TO EXCEL ENGINEERING, INC. (A/E) FOR REVIEW PRIOR TO FABRICATION. DESIGN DRAWINGS SHALL NOT BE USED AS SHOP DRAWINGS. SHOP DRAWINGS SHALL NOT UTILIZE A SHEET SIZE ANY LARGER THAN ARCHITECTURAL DRAWINGS. CONTRACTOR SHALL REVIEW AND STAMP ALL SHOP DRAWINGS BEFORE SUBMITTING TO A/E. CONTRACTOR SHALL ADDRESS ALL "FIELD VERIFY" ISSUES (DIMENSIONS, ETC.) BEFORE SUBMITTING DRAWINGS TO A/E. UNREVIEWED AND UNSTAMPED DRAWINGS WILL NOT BE REVIEWED BY EXCEL AND WILL BE RETURNED FOR CONTRACTOR REVIEW.

THE CONTRACTOR SHALL PREPARE A SCHEDULE OF ALL ITEMS TO BE SUBMITTED FOR A/E REVIEW. SCHEDULE SHALL SHOW ITEMS TO BE SUBMITTED AND ANTICIPATED DATE OF SUBMISSION. THIS SUBMITTAL SCHEDULE SHALL BE GIVEN TO THE A/E WITHIN 20 DAYS OF AWARD OF CONTRACT.

CONTRACTOR SHALL ALLOW 10 WORKING DAYS IN SCHEDULE FOR A/E TO REVIEW SHOP DRAWINGS. IF SHOP DRAWINGS REQUIRE AN EXPEDITED REVIEW PROCESS, CONTACT A/E PRIOR TO SUBMITTING THE SHOP DRAWINGS TO MAKE THE APPROPRIATE ARRANGEMENT.

IF CHANGES ARE MADE TO A PREVIOUSLY REVIEWED SUBMITTAL, DENOTE ALL REVISED AREAS WITH REVISION CLOUDS AND TAGS.

STRUCTURAL AND ARCHITECTURAL PLANS SHOW DIMENSIONS AND ELEVATIONS TO SIGNIFICANT WORKING POINTS. SHOP DRAWING DETAILERS AND SUPPLIERS ARE RESPONSIBLE FOR THE DETERMINATION OF ALL DIMENSIONS, PITCHES, ELEVATIONS, ETC., BEYOND THOSE NOTED ABOVE AS NECESSARY TO THOROUGHLY DETAIL/FABRICATE THEIR WORK. CONTACT A/E WITH ANY DISCREPANCIES FOUND.

IN NO CASE SHALL CHANGES BE MADE TO WORK SHOWN OR PROCEDURE SPECIFIED ON STRUCTURAL PLANS UNLESS FIRST APPROVED IN WRITING BY A/E. REVIEW OF SHOP DRAWINGS BY A/E DOES NOT CONSTITUTE ACCEPTANCE OF A DESIGN CHANGE. PROPOSED CHANGES BY CONTRACTOR MUST BE SUBMITTED IN RFI FORMAT AND MUST BE APPROVED IN THE SAME MANNER. CONTRACTOR REQUESTING CHANGE MAY BE BILLED ON A TIME AND EXPENSE BASIS BY A/E FOR ALL REDESIGN WORK, FOR ALL NEW SKETCHES PREPARED, AND FOR ALL ADDITIONAL REVIEW TIME RELATED TO THE CHANGES.

SEE A0 SHEETS FOR ADDITIONAL SUBMITTAL REQUIREMENTS.

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

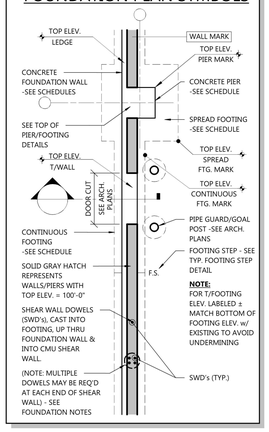
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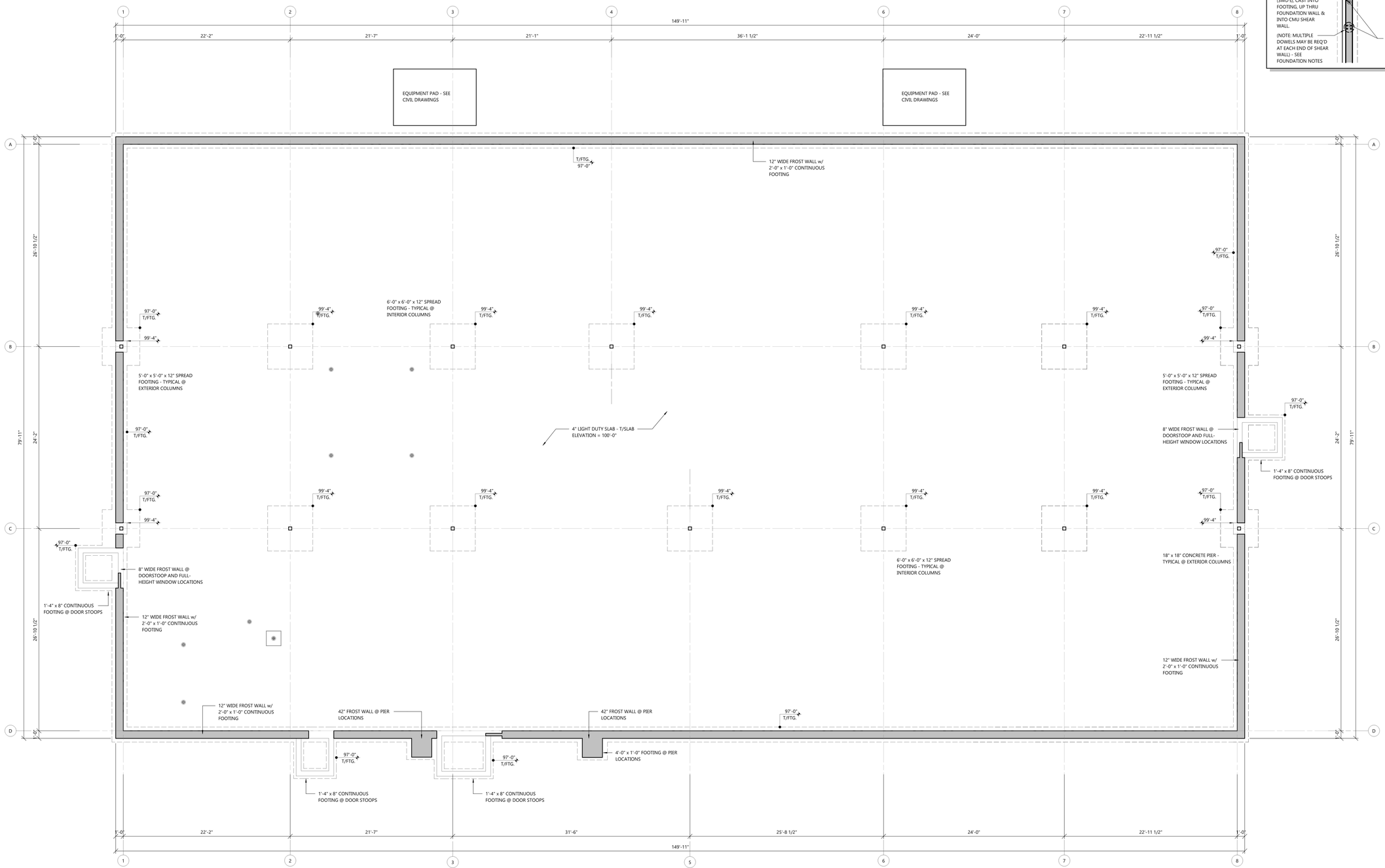
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FOUNDATION PLAN SYMBOLS





FOUNDATION PLAN

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

STRUCTURAL FOUNDATION PLAN

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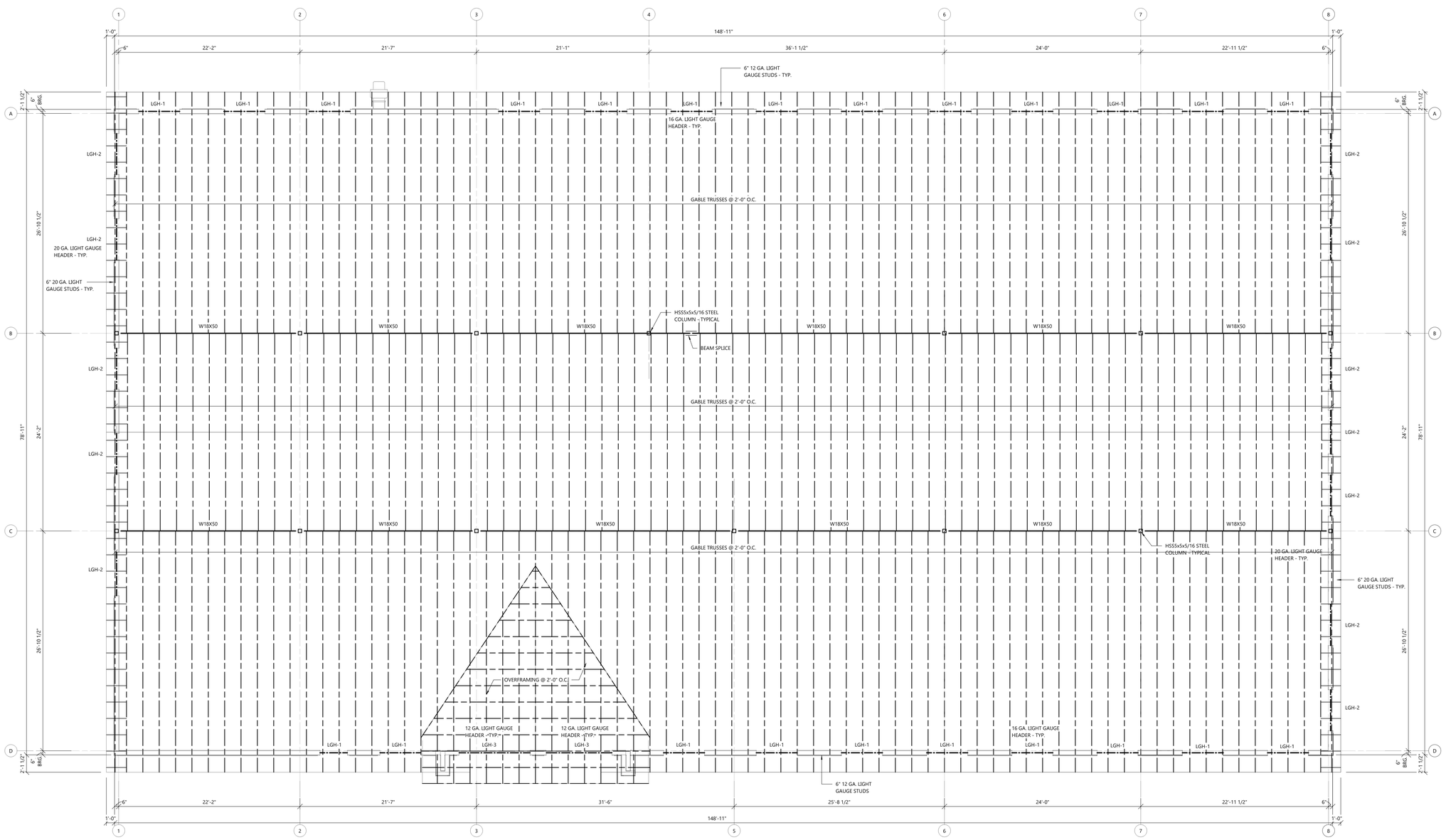
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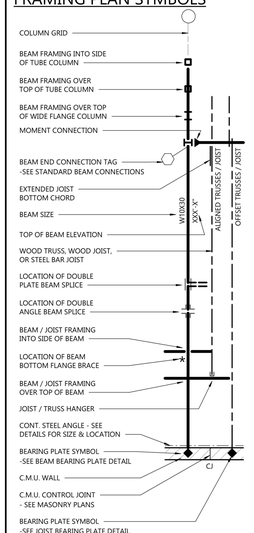
NORTH

ROOF FRAMING PLAN

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

FRAMING PLAN SYMBOLS



STRUCTURAL LINTEL - SEE INDIVIDUAL LINTEL SCHEDULES
- LINTEL TAG:
  - ML-X (MASONRY)
  - SL-X (STEEL)
  - CL-X (CONCRETE)
  - PL-X (PRECAST)
  - LL-X (LOOSE)

LINTEL TAG

STRUCTURAL SHEAR WALL - SEE INDIVIDUAL SHEAR WALL SCHEDULES
- SHEAR WALL TAG:
  - MSW-X (MASONRY)
  - WSW-X (WOOD)
  - SW-X (LIGHT GAUGE SHEARWALL)

SHEAR WALL TAG

HOLDDOWN ANCHOR LOCATION

INTERIOR LOAD BEARING WOOD / METAL STUD WALL

LIGHT GAUGE HEADER - SEE LIGHT GAUGE SHEETS

LGH-1

STRUCTURAL WOOD TRUSS - SEE INDIVIDUAL TRUSS SCHEDULES

GT-X (GABLE TRUSS)
SGT-X (SPANNING GABLE TRUSS)
DT-X (DRAG TRUSS)

GIRDER TRUSS SUPPORT - SEE GIRDER TRUSS SUPPORT SCHEDULE

GTS-X

WOOD STUD COLUMN - SEE TAG FOR SIZE AND GRADE

(2) 2x6 STUD WALL

WOOD COLUMN - SEE WOOD COLUMN SCHEDULE

WC-X

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WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES

SEPT. 23, 2021

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JOB NUMBER

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SHEET NUMBER

S1.3

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STRUCTURAL ROOF FRAMING PLAN

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PLUMBING SPECIFICATIONS

LEGEND

NOTE: ALL SYMBOLS SHOWN MAY NOT APPEAR ON DRAWINGS.

SYM.	ABBR.	IDENTIFICATION	SYM.	ABBR.	IDENTIFICATION
PIPING ACCESSORIES					
	CO	CLEAN OUT			PIPING CAP
	WCO	WALL CLEAN OUT			UNION
	FCO	FLOOR CLEAN OUT (FLUSH)			THERMOMETER
	BFP	BACKFLOW PREVENTER			PRESSURE GAUGE
	PRV	PRESSURE REDUCING VALVE		HB	HOSE BIBB
		SHUTOFF VALVE		RD	ROOF DRAIN
		BALANCE VALVE		OF	OVERFLOW DRAIN
		AUTOMATIC BALANCE VALVE		HD	HUB DRAIN
		THERMOSTATIC BALANCE VALVE		HD-R	HUB DRAIN WITH REDUCER
		CHECK VALVE		FD	FLOOR DRAIN
		GLOBE VALVE	X		FIXTURE UNIT (WATER SUPPLY OR WASTE)
	WHA	WATER HAMMER ARRESTOR			
		TEST CONNECTION			
PIPING					
CW	CW	COLD HARD WATER PIPING	P	P	PROCESS SEWER PIPING
HW	HW	HOT WATER PIPING	LS	LS	LOW STRENGTH PROCESS SEWER PIPING
HWR	HWR	HOT WATER RETURN PIPING	HS	HS	HIGH STRENGTH PROCESS SEWER PIPING
S	SOFT	COLD SOFT WATER PIPING	ST	ST	STORM PIPING
140S	140 HWS	140° HOT WATER PIPING	OF	OF	OVERFLOW CONDUCTOR PIPING
140R	140 HWR	140° HOT WATER RETURN PIPING	V	V	VENT PIPING
HP-CW	HP CW	HIGH PRESSURE COLD WATER SUPPLY	AW	AW	ACID WASTE PIPING
HP-HW	HP HW	HIGH PRESSURE HOT WATER SUPPLY	AV	AV	ACID VENT PIPING
HP-HWR	HP HWR	HIGH PRESSURE HOT WATER RETURN	CLW	CLW	CLEARWATER DRAIN PIPING
NP-CW	NP	NON-POTABLE WATER PIPING	CLV	CLV	CLEARWATER VENT PIPING
NP-HW	NP HW	NON-POTABLE HOT WATER	G	G	GAS PIPING
NP-HWR	NP HWR	NON-POTABLE HOT WATER RETURN	A	AIR	AIR PIPING
TW	TW	TEMPERED WATER PIPING	HS	HS	HYDRAULIC SUPPLY PIPING
SA	SA	SANITARY SEWER PIPING	HR	HR	HYDRAULIC RETURN PIPING
GW	GW	GREASE WASTE PIPING	NIT	NIT	NITROGEN PIPING
F	F	FILTERED WATER PIPING	CO2	CO2	CARBON DIOXIDE PIPING
MISCELLANEOUS					
	EL	ELEVATION			DETAIL OR SECTION NUMBER SHEET NUMBER
ABBREVIATIONS					
	AFF	ABOVE FINISHED FLOOR		OC	ON CENTER
	AFG	ABOVE FINISHED GRADE		PC	PLUMBING CONTRACTOR
	BJ	BETWEEN JOISTS		RC	REFRIGERATION CONTRACTOR
	EC	ELECTRICAL CONTRACTOR		RI	ROUGH IN
	FPC	FIRE PROTECTION CONTRACTOR		TJ	THRU JOISTS
	GC	GENERAL CONTRACTOR / CONSTRUCTION MANAGER		TTS	TIGHT TO STRUCTURE
	HC	HVAC CONTRACTOR		TYP	TYPICAL
	IE	INVERT ELEVATION		VTR	VENT THRU ROOF
	NIC	NOT IN CONTRACT		WP	WEATHER PROOF
	NTS	NOT TO SCALE			
FIRE RATED WALLS					
		FIRE - 1 HOUR			FIRE - 3 HOUR
		FIRE - 2 HOUR			FIRE - 4 HOUR

SHEET INDEX

NUMBER	SHEET NAME
PLUMBING	
P0.1	LEGEND AND SPECIFICATIONS
P1.U	UNDERGROUND PLAN
P1.1	FIRST FLOOR PLAN
P3.0	DETAILS
P4.0	SCHEDULES
P4.1	SCHEDULES

PLUMBING LEGEND AND SPECIFICATIONS

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PROJECT INFORMATION

HYDRITE OFFICE
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2143080

SHEET NUMBER
P0.1

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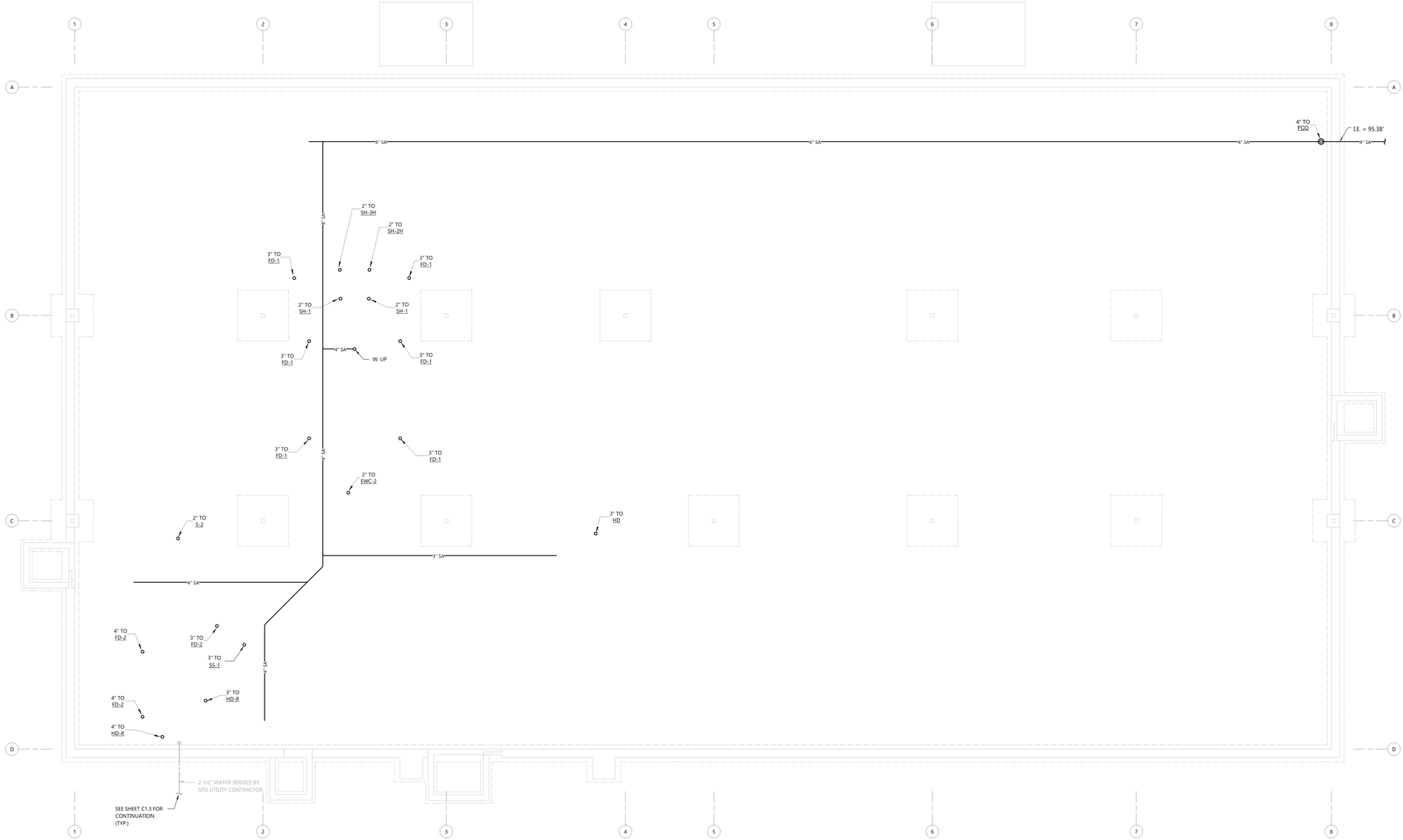
GENERAL NOTES:

PROVIDE CLEANOUTS PER CODE REQUIREMENTS. PROCESS ROOM CLEANOUTS SHALL BE S.S..

- PROVIDE VENTING PER CODE REQUIREMENTS.

KEYNOTES:

1. CONCRETE PAD BY GC.
2. INTAKE AND EXHAUST FLUES UP TO VENTS THRU ROOF. INSTALL PER MANUFACTURER REQUIREMENTS.
3. SOFT TO CULLIGAN SYSTEM IN SINK BASE CABINET. DN IN WALL TO SINK. PROVIDE BFP-C CONN. SYSTEM TO COFFEE MAKER AND DRINKING WATER SYSTEM. ALL THREE SYSTEMS FURNISHED BY OWNER, INSTALLED BY P.C..



NORTH

UNDERGROUND PLAN

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

PLUMBING UNDERGROUND PLAN

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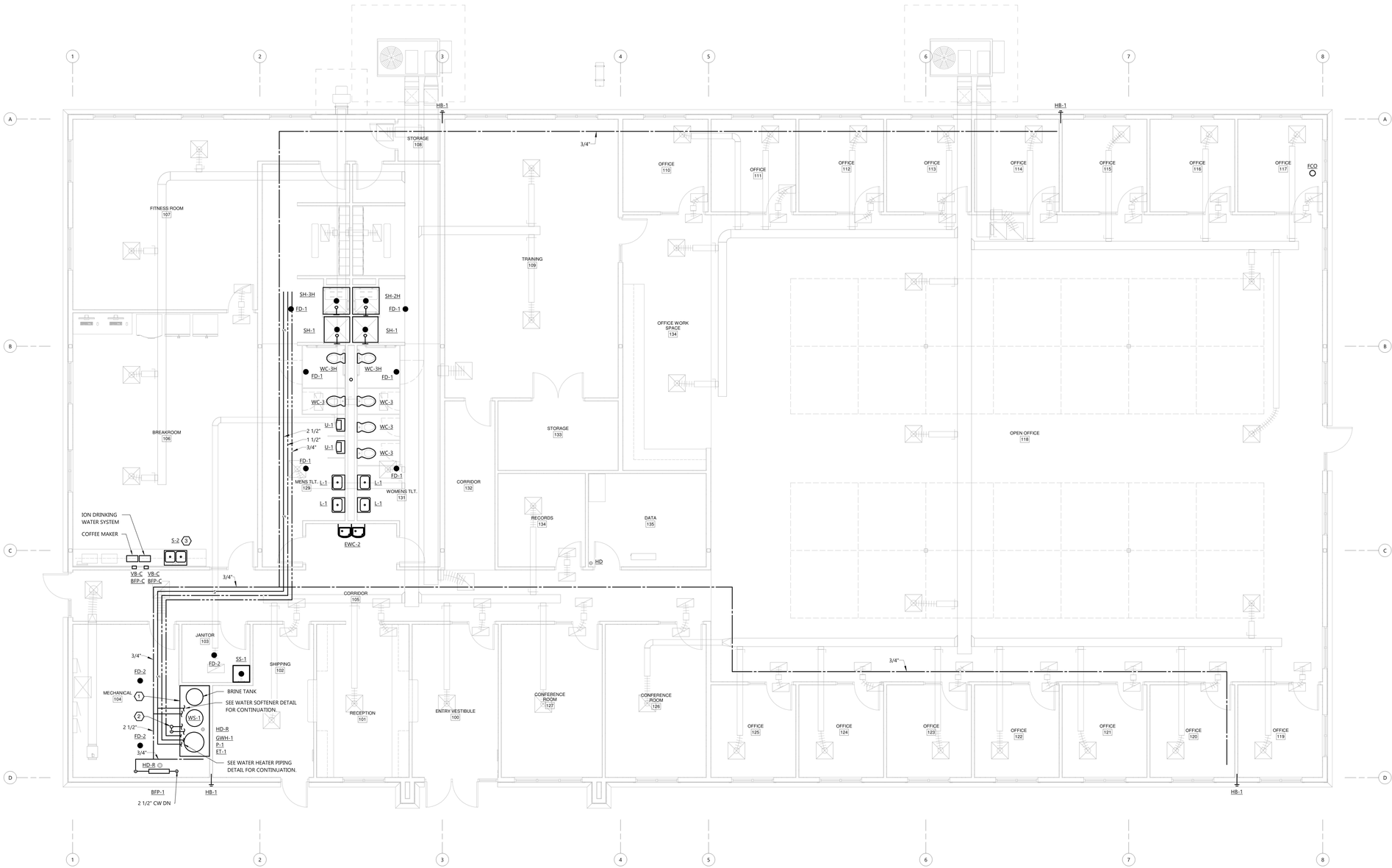
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NORTH

FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

PLUMBING FIRST FLOOR PLAN

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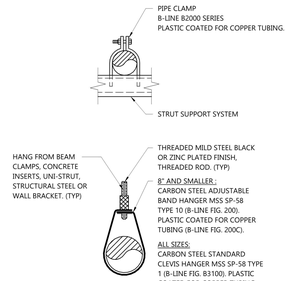
MAX. SPACING BETWEEN PIPE SUPPORTS AND MIN. HANGER ROD SIZES										
PIPE SIZE	STEEL			COPPER			PVC CPVC	PEX	MIN. ROD	
	WATER	VAPOR	NAT. GAS	WATER	VAPOR				METAL PIPE	PLASTIC PIPE
1/4"-1/2"	7'	8'	6'	5'	6'		4'	32"	3/8"	3/8"
3/4"	7'	9'	8'	5'	7'		4'	32"	3/8"	3/8"
1"	7'	9'	8'	6'	8'		4'	32"	3/8"	3/8"
1 1/4"	7'	9'	10'	7'	9'		4'	32"	3/8"	3/8"
1 1/2"	9'	12'	10'	8'	10'		4'	32"	3/8"	3/8"
2"	10'	12'	10'	8'	11'		4'	32"	3/8"	3/8"
2 1/2"	11'	12'	10'	9'	12'		4'	32"	3/8"	3/8"
3"	12'	12'	10'	10'	12'		4'	32"	3/8"	3/8"
4"	12'	12'	10'	12'	12'		4'	-	3/8"	3/8"
6"	12'	12'	10'	12'	12'		4'	-	3/8"	3/8"
8"	12'	12'	-	-	-		4'	-	1/2"	3/8"
10"	12'	12'	-	-	-		4'	-	1/2"	3/8"
12"	12'	12'	-	-	-		4'	-	5/8"	3/8"
14"	12'	12'	-	-	-		4'	-	5/8"	3/8"
16"	12'	12'	-	-	-		4'	-	3/4"	3/8"
MAX VERT. (1)	15'	15'	-	10'	10'		10'	4'	-	-

(1) SUPPORT AT MINIMUM EVERY FLOOR LEVEL OR SPACING LISTED.
MSS = MANUFACTURER'S STANDARDIZATION SOCIETY
- INSTALL ADDITIONAL HANGERS WITHIN 12" OF ELBOWS AND TEES AND AT CONCENTRATED LOADS, INCLUDING VALVES, FLANGES AND STRAINERS 2 1/2" AND LARGER.

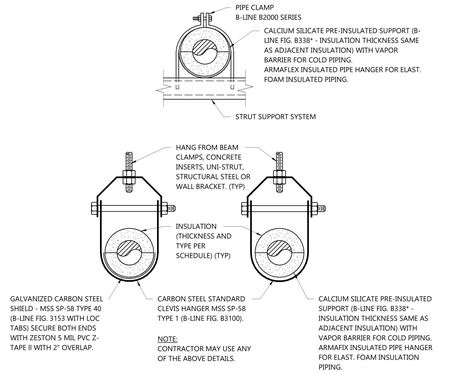
MAX. HANGER ROD CAPACITY	
ROD DIA.	MAX LOAD (1)
3/8"	600#
1/2"	1,100#
5/8"	1,800#
3/4"	2,700#

(1) MAX LOAD IS WEIGHT ALLOWED PER EACH ROD.

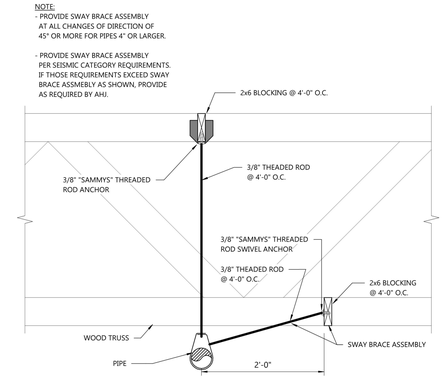
4 P3.0 PIPE SUPPORT AND HANGER ROD SCHEDULE
NOT TO SCALE



3 P3.0 UNINSULATED PIPE HANGER DETAIL
NOT TO SCALE

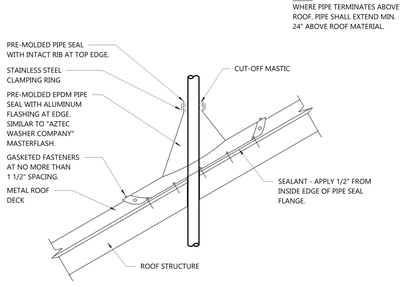


2 P3.0 INSULATED PIPE HANGER DETAILS
NOT TO SCALE

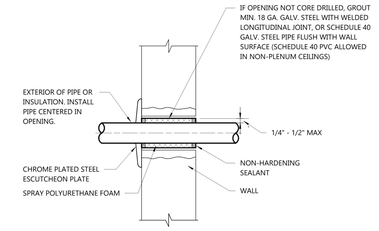


1 P3.0 TRUSS HANGER CONNECTION DETAIL
NOT TO SCALE

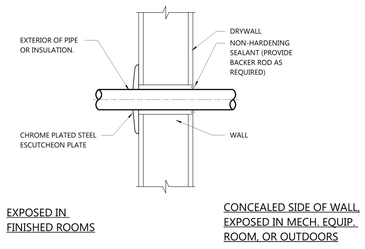
9 P3.0 ANGLE STOP DETAIL
NOT TO SCALE



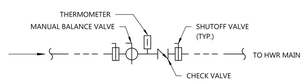
8 P3.0 METAL ROOF PIPE PENETRATION DETAIL
NOT TO SCALE



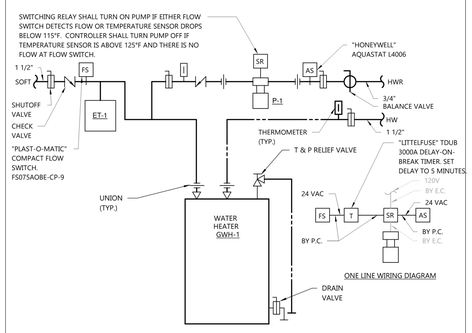
PIPE PENETRATION THRU MASONRY OR CONCRETE WALL
7 P3.0
NOT TO SCALE



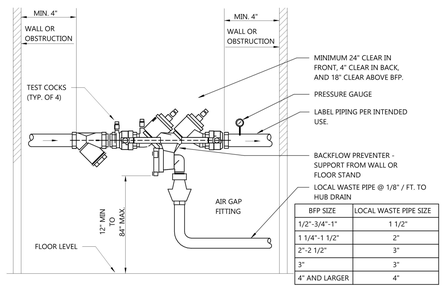
6 P3.0 PIPE PENETRATION THRU STUD WALL
NOT TO SCALE



14 P3.0 HOT WATER RETURN BALANCE VALVE DETAIL
NOT TO SCALE

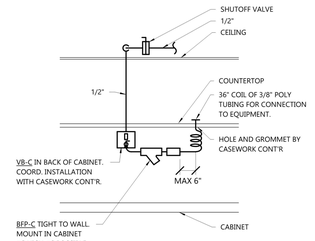


13 P3.0 WATER HEATER PIPING DETAIL
NOT TO SCALE

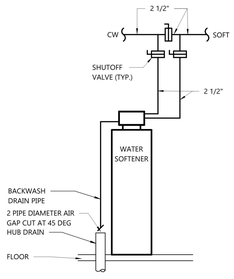


BFP SIZE	LOCAL WASTE PIPE SIZE
1/2"-3/4"-1"	1 1/2"
1 1/4"-1 1/2"	2"
2"-2 1/2"	3"
3"	3"
4" AND LARGER	4"

12 P3.0 BACKFLOW PREVENTER DETAIL
NOT TO SCALE



11 P3.0 VALVE BOX-C CONNECTION DETAIL
NOT TO SCALE



16 P3.0 WATER SOFTENER DETAIL
NOT TO SCALE

PLUMBING DETAILS

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PROJECT INFORMATION

HYDRITE OFFICE
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2143080

SHEET NUMBER
P3.0

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PIPE SCHEDULE

SERVICE	LOCATION	PIPE SIZE	COPPER																		PVC										CPVC							
			C12200 TUBE				FITTINGS						JOINTS								PIPE				FITTINGS				JOINT		PIPE				FITTING		JOINT	
			ASTM B88 TYPE L HARD DRAWN	ASTM B88 TYPE K SOFT	ASTM B819 TYPE K HARD DRAWN	ASTM B280 TYPE K ACR HARD DRAWN	ASME B16.15 CAST BRONZE THREADED (1)	ASME B16.18 CAST COPPER SOLDER (1)	ASME B16.51 COPPER PRESS FITTINGS WITH EPDM O-RINGS (4)	ASTM B-88 CDA 89833 CAST OR ASTM B-75 C12200 WROT COPPER ALLOY GROOVED FITTING, (6)	ASME B16.23 CAST COPPER DWV SOLDER	ASME B16.22 WROUGHT COPPER SOLDER (2)	LEAD FREE SOLDER	ASTM B32 AWS A5.8 BCuP SILVER BRAZE	COLD PRESS MECH. JOINT (4)	COUPLING JOINT (5) (6)	SCH. 40 PRESSURE RATED ASTM D1785	SCH. 80 PRESSURE RATED ASTM D1785	DWV NON-PRESS. RATED ASTM F891	SCH. 40 NON-PRESS. RATED ASTM D1784, D2665	SDR 35 NON-PRESS. ASTM D3034	SCH. 40 ASTM D 2466	SCH. 80 ASTM D 2467	SCH. 40 DWV ASTM D2665	SDR 35 ASTM D3034	ASTM F656 PRIMER, ASTM D2564 SOLVENT CEMENT	ASTM F477 ELASTOMERIC GASKET	SCHEDULE	ASTM D2846 - SDR 11	ASTM D1784 CLASS 23447, F441	ASTM D1784, F2618	ASTM D1784, F439	SOLVENT CEMENT ASTM F493	SOLVENT CEMENT ASTM F493, NSF 14
WATER	ABOVE GROUND	ALL	X				X	X	X	X		X	X	X		X	X												(16)	X	X		X		X
SANITARY, STORM AND CLEAR WATER	ABOVE GROUND	ALL																X						X												
DRAIN AND VENT	UNDER BUILDING	ALL															X			X				X		X										
DIRECT VENT WATER HEATER VENT AND EXHAUST	ALL	ALL															X				X					X										

- ALL MATERIALS SHALL COMPLY WITH LASTEST VERSION OF LISTED STANDARD. ALL IMPORTED MATERIAL SHALL BE CERTIFIED BY A DOMESTIC THIRD PARTY FOR COMPLIANCE WITH STANDARD.
(1) LEAD-FREE DEZINCIFICATION-RESISTANT (DZR) BRASS ALLOY C87850 PER ASTM B584
(2) LEAD-FREE PER ASTM B75 ALLOY C12200
(4) INSTALL PER MANUFACTURER'S INSTRUCTIONS. 50 YEAR WARRANTY AGAINST MANUFACTURING DEFECTS.
(5) INSTALL PER MANUFACTURER'S INSTRUCTIONS. 10 YEAR WARRANTY AGAINST MANUFACTURING DEFECTS.
(6) GRINNELL FIG 6400 OR EQUIVALENT. DUCTILE IRON ASTM A536 GRADE 65-45-12 HOUSING WITH COPPER ACRYLIC ENAMEL COATING,
BOLTS CONFORMING TO SAE J429 GRADE 5 WITH ASTM A563 GRADE A HEX NUTS (BOTH ZINC PLATED), GRADE "EP" EPDM (COPPER COLOR CODE) NSF 61 APPROVED COMPOUND GASKET SUITABLE FOR WATER TEMPERATURE.
(16) PIPING SHALL BE SCH. 80 SPEARS EVERTUFF FOR 2 1/2" THROUGH 4" SIZES. GREATER THAN 4" CPVC NOT PERMITTED.

URINAL SCHEDULE (U)

NO.	MOUNTING	OPER-ATING SYSTEM	RIM HT. A.F.F.	GAL. PER FLUSH	URINAL		FLUSH VALVE		
					MFR	MODEL	OPERATOR	MFR	MODEL
1	WALL HUNG	WASHDOWN	(1)	1/8	ZURN	Z-5755 (4)	SENSOR	SLOAN	186-0.125 ES-S (2)

- ACCEPTABLE MANUFACTURERS:
-URINAL: TOTO, KOHLER, AMERICAN STANDARD, ZURN, SLOAN.
-FLUSH VALVE: TOTO, KOHLER, SLOAN, ZURN.
-CARRIER AND SUPPORT: J.R. SMITH, WADE, ZURN.
- VITREOUS CHINA.
- WASHOUT URINALS WITH REMOVABLE STAINLESS STEEL STRAINER (KOHLER K-9183).
(1) SEE ARCHITECTURAL PLANS
(2) HARD WIRED POWER SUPPLY.
(4) ASYMMETRIC BACKWALL.

WATER CLOSET SCHEDULE (WC)

NO.	MT'G	MIN. MaP (1)	ACTUAL MaP (1)	MIN. PRESS. PSIG	FLUSH TYPE	GPF	BOWL			FLUSH VALVE TYPE	FLUSH VALVE/ SUPPLY STOP MFR/MODEL	SEAT
							MFR/MODEL	RIM HT. A.F.F.	PIPING CONNECTION			
3	WALL	800	1000	25	VALVE	1.6	KOHLER K-4325 (2)	15"	1-1/2" TOP SPUD	SENSOR H.W.	SLOAN 111 ES-S	BEMIS 1655 SSCT
3H	WALL	800	1000	25	VALVE	1.6	KOHLER K-4325 (2)	16-1/2"	1-1/2" TOP SPUD	SENSOR H.W.	SLOAN 111 ES-S	BEMIS 1655 SSCT

- ACCEPTABLE MANUFACTURERS:
-BOWL: TOTO, KOHLER, AMERICAN STANDARD, CRANE, ELJER, MANSFIELD.
-FLUSH VALVE: TOTO, SLOAN, ZURN, DELANY.
-CARRIERS AND SUPPORTS: ANCON, SMITH, WADE, ZURN.
-SEAT: TOTO, KOHLER, BEMIS, SPERZEL, OLSONITE, AMERICAN STANDARD, CHURCH.
- WATER SAVING, SIPHON JET ELONGATED VITREOUS CHINA WATER CLOSET BOWL WITH WHITE SOLID PLASTIC OPEN FRONT SEAT WITH SELF-SUSTAINING CHECK HINGE.
- CONTROLS FOR ADA ACCESSIBLE FIXTURES SHALL BE ON THE OPEN SIDE.
(1) MAXIMUM PERFORMANCE (MaP) RATING PER VERITEC CONSULTING INC. AND KOELLER AND COMPANY. PROVIDE MaP RATING INFORMATION WITH PRODUCT SUBMITTAL.
(2) PROVIDE 500-LB RATED CARRIERS.

EXPANSION TANK SCHEDULE (ET)

NO.	MOUNTING	TANK TYPE	CONN. SIZE	TANK CAP. (GAL.)	ACCEPT. CAPACITY (GAL.)	PRECHARGE PRESSURE (PSIG)	WORKING PRESS (PSIG)	DIA.	HEIGHT	WEIGHT FILLED (LBS.)	MODEL	REMARKS
1	PIPE	DIAPHRAGM	3/4"	2.1	0.9	53	150	8"	11.6"	14	PH 5	FLEXCON

- ACCEPTABLE MANUFACTURERS: FLEXCON, AMTROL, WESSELS.

HOSE BIBB SCHEDULE (HB)

NO.	LOCATION	FREEZE PROOF	BACKFLOW PREVENTER	WALL FLANGE	CONTROL	MISC.	MFR/MODEL
1	EXTERIOR	YES	INTEG. ASSE 1052	YES	HANDLE	-	WOODFORD 27

- ACCEPTABLE MANUFACTURERS: WATTS, WOODFORD, NIBCO, CHICAGO.

SERVICE SINK SCHEDULE (SS)

NO.	MOUNTING	BASIN				FAUCET			
		MAT'L	SIZE	RIM GUARD	MODEL	PIPING EXPOSURE	BACKFLOW PREVENTER	GPM	MFR/MODEL
1	FLOOR	DURASTONE	24"x24"x10"	(1)	MUSTEE 63M	CONCEALED	WATTS SERIES 8	5-7	CHICAGO 305

- ACCEPTABLE MANUFACTURERS:
-BASIN: MUSTEE, FIAT, KOHLER, WILLIAMS.
-FAUCET: CHICAGO, DELTA, KOHLER, AMERICAN STANDARD, SYMMONS. T&S BRASS.
-DRAINS AND TRAPS: KOHLER, DEARBORN, KEENEY, MCGUIRE, BRASSCRAFT.
- FLOOR SERVICE SINKS WITH 3" BRASS DRAIN, STAINLESS STEEL 3 MOP HOLDER HANGER, HEAVY DUTY 5/8" DIAMETER
REINFORCED RUBBER HOSE, AND STAINLESS STEEL HOSE BRACKET.
(1) BUMPER GUARDS ON EXPOSED RIMS.

SHOWER SCHEDULE (SH)

NO.	MAT'L	MODULE						CONTROL TRIM W/ HEAD	SHOWER HEAD W/ ARM	TEMP. PRESS VALVE (3)	SHOWER FLOW GPM	HAND SHOWER
		ADA COMPLIANT	SIZE	SEAT	DRAIN	ENCLOSURE	MODEL					
1	F.G.	NO	39"x38"x78"	NONE	K-9132	ONE-PIECE	BEST BATH LSS3838CP (4)	K-TS15611-4	INCLUDED	K-8304-KS	2.5	-
2H	F.G.	YES	39"x38"x78"	RIGHT (6)	K-9132	ONE-PIECE	"BEST BATH" LSS4038A5T (5)	K-TS6913-4	-	K-304-KS	2.5	(2)
3H	F.G.	YES	39"x38"x78"	LEFT (6)	K-9132	ONE-PIECE	"BEST BATH" LSS4038A5T (5)	K-TS6913-4	-	K-304-KS	2.5	(2)

- ACCEPTABLE MANUFACTURERS:
-MODULE: KOHLER, AKER, AQUAGLASS, AMERICAN STANDARD, BRADLEY, BEST BATH.
-SUPPLIES: KOHLER, POWERS, DELTA.
- ALL MODEL NUMBERS BASED ON KOHLER UNLESS INDICATED OTHERWISE.
(2) K-8501 3-WAY HANDSHOWER, K-9069 24" SLIDE BAR W/ K-9514 60" HOSE AND K-9513 WALL SUPPLY ELBOW. PROVIDE WITH K-9660 HAND HELD
SHOWER VACUUM BREAKER (ASSE 1014).
(3) VALVE SHALL BE A PRESSURE-BALANCED VALVE COMPLYING WITH ASSE 1016 OR ASME A112.18.1/CSA B125.1 WITH TEMPERATURE LIMITING STOP, AND
SPECIFICALLY DESIGNED TO PROVIDE THERMAL SHOCK AND SCALD PROTECTION AT THE FLOW RATE OF THE SHOWERHEAD BEING USED.
(4) PROVIDE WITH INTEGRAL CURBED THRESHOLD.
(5) PROVIDE T-SHAPED RUBBER WATER STOPPER KIT.
(6) PROVIDE FRONT FLANGE REVEAL ON SEAT SIDE OF ENCLOSURE.

INSULATION SCHEDULE

SERVICE	LOCATION	INSULATION TYPE (1)	JACKET	PIPE SIZE	
				<1.5"	=>1.5"
CW	GENERAL BUILDING	RIGID F.G. OR ELAST. FOAM (10)	NR	1/2"	1/2"
CW	IN WALLS	ELASTOMERIC FOAM	NR	1/2"	1/2"
HW, HWR	GENERAL BUILDING	RIGID F.G. OR ELAST. FOAM (10)	NR	1"	1 1/2"
HW NOT ON RECIRC. LOOP	GENERAL BUILDING	RIGID F.G. OR ELAST. FOAM (10)	NR	1"	1"
HW BRANCH	IN WALLS	ELASTOMERIC FOAM	NR	1/2"	1/2"
WATER HEATER EXHAUST	UNHEATED SPACES	FLEX. F.G.	NR	1 1/2"	1 1/2"

NR = NOT REQUIRED
COLD WATER = HARD, SOFT, IRRIGATION, HOSE STATION, ETC. AT ALL PRESSURES.
HOT WATER = WATER SYSTEMS OPERATING AT TEMPERATURES GREATER THAN 105 DEG F AT ALL PRESSURES.
EXPOSED = VISIBLE FROM OCCUPIED SPACE.
CONCEALED = HIDDEN FROM VIEW BY WALLS/CEILINGS.
(1) WHERE INSULATION IS PROVIDED ON PIPING INSULATE METERS, VALVES, BACKFLOW PREVENTERS AND ALL INLINE EQUIPMENT.
(10) INSULATION NOT REQUIRED FOR EXPOSED FINAL PIPING CONNECTIONS TO FIXTURES.

ELECTRICAL/STARTER/DISCONNECT SCHEDULE

NO.	LOCATION	ELECTRICAL DATA							STARTER			DISCONNECT			REMARKS
		HP	KW	AMPS	MCA	MOP	VOLT	PH.	TYPE	LOCATION	FURN. BY	ACCESS-ORIES	DIS-CONNECT	FURN. BY	
EWC-2	SEE DWG	-	-	5.0	-	-	120	1	INTEG	INTEGRAL	EM	-	NR	-	REC.
GWH-1	104	-	-	-	-	-	120	1	INTEG	INTEGRAL	EM	-	NR	-	REC.
P-1	104	-	0.052	-	-	-	120	1	(18)	104	PC	-	NR	-	-
WS-1	104	-	-	-	-	-	120	1	INTEG	INTEGRAL	EM	-	NR	-	REC.
INFR WTR CONTROL (L-1, U-1, WC-1/1H)	SEE SCHED	-	FRAC.	-	-	-	120	1	-	INTEGRAL	EM	-	NR	-	(1)

STARTER TYPE:
INTEG.= INTEGRAL: PROVIDED INTEGRAL WITH EQUIPMENT.
VFD= VARIABLE FREQUENCY DRIVE.

FURNISHED BY:
EM = EQUIPMENT MANUFACTURER
PC = PLUMBING CONTRACTOR
EC = ELECTRICAL CONTRACTOR
HC = HEATING CONTRACTOR

ACCESSORIES:
HOA = HAND-OFF-AUTO
PL = PILOT LIGHT
PB = PUSH BUTTON
2-SP = TWO SPEED
RV = REDUCED VOLTAGE

DISCONNECT:
NR= NOT REQUIRED
R = REQUIRED
WP= WEATHERPROOF
F= FUSED

REMARKS:
REC.=RECEPTACLE
S.REC.=SWITCHED RECEPTACLE

- ACCEPTABLE MANUFACTURERS: ALLEN BRADLEY, CUTLER HAMMER, SQUARE D, GENERAL ELECTRIC.
- VERIFY VOLTAGE AND PHASE WITH ELECTRICAL CONTRACTOR BEFORE ORDERING EQUIPMENT.
- FURNISH MOTOR STARTERS TO E.C. FOR INSTALLATION AND WIRING WHEN THE STARTER SCHEDULE CALLS FOR P.C. TO FURNISH.
(1) 120V TO 24V TRANSFORMER AND WIRING FROM TRANSFORMER TO VALVES BY PC.
(18) 120V TO SWITCHING RELAY AND FROM SWITCHING RELAY TO PUMP BY E.C.. 24V WIRING FROM SWITCHING RELAY TO OTHER DEVICES BY P.C..

ELECTRIC WATER COOLER SCHEDULE (EWC)

NO.	RECESS	CAP. (GPH)	BARRIER FREE	NUMBER OF BASINS	CONTROL	RATED WATTS	FULL LOAD AMPS	MODEL	REMARKS
5	NO	8.0	YES	2	FRONT PUSHBAR	370	5.0	EZSTL8WS(VR)LK	ELKAY (4)

- ACCEPTABLE MANUFACTURERS:
-FIXTURE: ELKAY, HALSEY TAYLOR, OASIS, HAWS, FILTRINE.
-DRAINS AND TRAPS: KOHLER, DEARBORN, KEENEY, MCGUIRE, BRASSCRAFT.
-STOPS AND SUPPLIES: KOHLER, BRASSCRAFT, DEARBORN, KEENEY, MCGUIRE.
- PROVIDE WITH 1-1/4" P-TRAP WITH C.O. PLUG (MCGUIRE 8872), AND ANGLE WATER STOP WITH HANDLE AND BRASS STEM (BRASSCRAFT OCR19ZX C).
- CAPACITY BASED ON 50 DEGREE F WATER IN AMBIENT TEMPERATURE OF 90 DEGREES F.
- LEAD FREE CONSTRUCTION.
(4) WALL MOUNTED, STAINLESS STEEL BASIN, VINYL CLAD CABINET WITH BOTTLE FILLING STATION.

GAS WATER HEATER SCHEDULE (GWH)

NO.	LOC.	TYPE	SIZE DIA.	GAS INPUT MBH	THERMAL EFF.	REC. GPH (1)	TANK SIZE GAL.	MAX. WORKING PRESS.	T & P REL. VALVE SETTING	LINING	TANK TEMP DEG. F	MODEL	REMARKS
1	104	TANK	28.25"	150	99.1	180	100	150 PSIG	100 PSIG	GLASS	125	EF-100T-150E-3N	"BRADFORD WHITE" (2)

- ACCEPTABLE MANUFACTURERS: BRADFORD WHITE, RHEEM, LOCHINVAR, STATE, BOCK, A.O. SMITH.
(1) RECOVERY BASED ON 100 DEGREE F TEMPERATURE RISE.
(2) DIRECT VENT, SEALED COMBUSTION WATER HEATER. PROVIDE WITH CONCENTRIC VENT KIT.
CONTRACTOR RESPONSIBLE FOR COMBUSTION AIR AND VENT PIPE SIZING BASED ON ACTUAL EQUIVALENT LENGTH OF INSTALLATION.

CIRCULATING PUMP SCHEDULE (P)

NO.	SERVICE	FLUID TEMP F	GPM	HEAD (FT)	RPM	MOTOR H.P.	MIN. EFF.	TYPE	MODEL	REMARKS
1	HOT WATER CIRC	125	5	6	2800	52 WATT	-	IN-LINE	NBF-10	B&G (1)

- ACCEPTABLE MANUFACTURERS: GRUNDFOS, B & G, ARMSTRONG, TACO, ALLIS-CHALMERS, AMTROL.
- SEE MOTOR SPECIFICATIONS FOR MOTOR REQUIREMENTS.
- SEE WATER HEATER PIPING DETAIL FOR CONTROLS REQUIRED FOR IECC COMPLIANCE.
- LEAD FREE BRONZE BODY.
(1) PROVIDE "INTERMATIC" MODEL ST01 DIGITAL 7-DAY SWITCH TIMER TO CONTROL PUMP OPERATION.

WATER SOFTENER SCHEDULE (WS)

NO.	WATER HARD-NESS	MINERAL TANK					BRINE TANK						MODEL	REMARKS
		FLOW GPM	P.D. PSI	SIZE DIA x HT	BACK-WASH	RESIN CU. FT.	CAPACITY		METER		SIZE	DRY SALT STORAGE		
							GRAINS	@ LBS	SIZE	P.D.				
1	20	60	10	24" x 72"	13 GPM	8	224,000	80	2"	0.7	24" x 50"	680	H200M-240	"HELLENBRAND"

- ACCEPTABLE MANUFACTURERS: ADDIE, HELLENBRAND, CULLIGAN, WATER CONTROL, WATER-RIGHT.
- PROVIDE COMPLETE FILL OF BRINE TANK AT PROJECT COMPLETION.
- PROVIDE "SYSTEMMATE" ELECTRONIC METER CONTROLLER PROGRAMMED FOR DELAYED REGENERATION BASED ON FLOW.

LAVATORY SCHEDULE (L)

NO.	MOUNTING	OVERALL SIZE	FAUCET CENTERS	CARRIER	LAV MODEL	DRAIN		SUPPLY STOP		FAUCET		
						TYPE	MODEL	TYPE	MODEL	TYPE	GPM	MODEL
1	WALL HUNG	21" x 18"	4"	YES	TOTO LT307.4	GRID	K-7129-A	HANDLE	BRASSCRAFT OCR1912AZX C	SENSOR	0.5	SLOAN ETF-600-B (1)

- ACCEPTABLE MANUFACTURERS:
-LAV: TOTO, KOHLER, AMERICAN STANDARD, CRANE, ELJER, MANSFIELD.
-FAUCETS: KOHLER, SYMMONS, CHICAGO, AMERICAN STANDARD, DELTA, ZURN.
-DRAINS AND TRAPS: KOHLER, DEARBORN, KEENEY, MCGUIRE, BRASSCRAFT.
-STOPS AND SUPPLIES: KOHLER, BRASSCRAFT, DEARBORN, KEENEY, MCGUIRE.
-CARRIERS AND SUPPORTS: ANCON, JOSAM, SMITH, WADE, ZURN.
- ALL MODEL NUMBERS BASED ON KOHLER UNLESS INDICATED OTHERWISE.
- VITREOUS CHINA LAVS, 1-1/4" 17 GAUGE "P" TRAP WITH CLEANOUT PLUG (MCGUIRE 8872), BUSHING ON END OF OUTLET TUBE, WALL FLANGE.
- ALL WETTED PARTS SHALL BE LEAD FREE COMPLIANT.
- WALL HUNG LAVS WITH BACKSPLASH. MOUNT TOP OF RIM AT 34" A.F.F. WITH CONCEALED CARRIER.
- FAUCETS WITH VANDAL RESISTANT AERATOR.
(1) HARD WIRE POWER SUPPLY. PROVIDE WITH SLOAN MIX-135-A TMV WITH INTEGRAL CHECK VALVES COMPLYING WITH ASSE 1016 AND 1070.

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PLUMBING SCHEDULES

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SINK SCHEDULE (S)

NO.	SINK				FAUCET							
	COMPARTMENT NO.	DEPTH	OVERALL SIZE	MODEL	NO. HOLES	SPOUT REACH	SPOUT HEIGHT	GPM	HANDLE	FINISH	SPRAY	MODEL
2	2	7.5"	33" x 19.5"	ELKAY LR-3319	3	7.75"	7.5"	2.2	LEVER	CHROME	NO	AM. STD. 4275.550

- ACCEPTABLE MANUFACTURERS:
  -SINK: KOHLER, AMERICAN STANDARD, CRANE, ELKAY.
  -FAUCETS: KOHLER, CHICAGO, AMERICAN STANDARD, T&S BRASS, DELTA.
  -STOPS AND SUPPLIES: KOHLER, BRASSCRAFT, DEARBORN, KEENEY, MCGUIRE.
  -DRAINS AND TRAPS: KOHLER, DEARBORN, KEENEY, MCGUIRE, BRASSCRAFT, PASCO.
- SELF-RIMMING 18 GA. 304 S.S. SINK, ANGLE SUPPLIES WITH HANDLE STOPS WITH BRASS STEMS (BRASSCRAFT OCR1912AZX C). PROVIDE EACH COMPARTMENT WITH STAINLESS STEEL STRAINER AND STAINLESS STEEL TAILPIECE (ELKAY LK-35B), AND 1-1/2" 17 GAUGE "P" TRAP W/ CLEANOUT (MCGUIRE 8912).
- VERIFY SINK CUTOUT SIZE WILL FIT IN COUNTERTOP WITH CABINET SHOP DRAWINGS PRIOR TO ORDERING.

WATER HAMMER ARRESTOR SCHEDULE (WHA)

NO.	OVERALL LENGTH	CONNECTION SIZE (NPT)	PRECHARGE PRESSURE PSI	CAPACITY CUBIC INCHES	MAX. SYSTEM PRESSURE PSIG	MODEL	MFR
AA	4"	3/8"	60.0	-	150	660-GTR1B	SIOUX CHIEF
A	6.25"	1/2"	60.0	5	150	SC-500A	PRECISION PLUMBING PRODUCTS
B	7.25"	3/4"	60.0	7	150	SC-750B	PRECISION PLUMBING PRODUCTS
C	9.5"	1"	60.0	11	150	SC-1000C	PRECISION PLUMBING PRODUCTS
D	9.25"	1"	60.0	20	150	SC-1250D	PRECISION PLUMBING PRODUCTS
E	11"	1"	60.0	29	150	SC-1500E	PRECISION PLUMBING PRODUCTS
F	12"	1"	60.0	36	150	SC-2000F	PRECISION PLUMBING PRODUCTS

- ACCEPTABLE MANUFACTURERS: PRECISION PLUMBING PRODUCTS, SIOUX CHIEF, WATTS, ZURN-WILKINS.
- NOT ALL WHA SCHEDULED ARE USED ON THE PROJECT.

VALVE BOX SCHEDULE (VB)

NO.	SERVICE	MOUNTING	VALVE	BOX MATERIAL	WATER INLET SIZE	WATER OUTLET SIZE	DRAIN SOCKET SIZE	MODEL	REMARKS
C	COFFEE/ICE MAKER	RECESSED	1/4 TURN	PLASTIC	1/2" COLD	3/8" COMP.	-	37687	OATEY

- ACCEPTABLE MANUFACTURERS: OATEY, SIOUX CHIEF, SYMMONS, GUY GRAY.
- ABS PLASTIC BOX AND FRAME, GALVANIZED STEEL MOUNTING BRACKET, BRASS VALVE BODY, INTEGRAL WATER HAMMER ARRESTOR AND TRIM.
- BOX SHALL BE RATED FOR THE WALL SYSTEM IN WHICH IT IS INSTALLED.

CLEANOUT SCHEDULE

NO.	LOCATION	SIZES	BODY MAT'L	PLUG MAT'L	ACCESS COVER MAT'L	ACCESS COVER MISC.	MISC.	FIGURE	REMARKS
CO	ABV. CLGS & EXPOSED PIPE	2" - 6"	(1)	PVC	-	-	-	(1)	(1)
FCO	FINISHED ROOMS W/O CARPET (2)	2" - 6"	C.I.	PVC	N.B.	-	-	Z-1400	ZURN
FCO	FINISHED ROOMS WITH CARPET (2)	2" - 6"	C.I.	PVC	N.B.	CARPET MARKER	-	Z-1400-CM	ZURN
WCO	WALL	3" - 4"	(5)	POLY	S.S.	-	-	Z-1469	ZURN
WCO	WALL	2" & =>6"	(6)	POLY	S.S.	-	-	Z-1469	ZURN

- ACCEPTABLE MANUFACTURERS: J.R. SMITH, SCHIER, JOSAM, WADE, ZURN.
- RECESSED TAPER THREAD PLUG WITH SLOTTED RECESS.

(1) PROVIDE THREADED FEMALE ADAPTER WITH INTERNAL PLUG. ADAPTER MATERIAL SHALL MATCH PIPE MATERIAL TO WHICH CO IS BEING CONNECTED.
(2) FINISHED ROOMS ARE ROOMS WITH CARPET OR FLOOR TILE OR ROOMS ACCESSIBLE BY A DOOR LESS THAN 42" WIDE.
(5) PROVIDE "HOLDRITE" TESTRITE TEST/CLEANOUT TEE. THREADED PLUG WITH BRASS INSERT. MATERIAL SHALL MATCH PIPE MATERIAL TO WHICH TEE IS BEING CONNECTED.
(6) PROVIDE TEST/CLEANOUT TEE. THREADED PLUG WITH BRASS INSERT. MATERIAL SHALL MATCH PIPE MATERIAL TO WHICH TEE IS BEING CONNECTED.

DRAIN SCHEDULE

NO.	TYPE	APPLICATION	OUTLET SIZE	BODY MAT'L	STRAINER/TOP MAT'L	STRAINER/TOP SIZE	MISC.	MODEL	REMARKS
FD-1	FLOOR	PEDESTRIAN TRAFFIC	2"-3" (2)	CAST IRON	N. B. "TYPE B"	5" DIA	-	ZN-415-5B	ZURN
FD-2	FLOOR	EQ. RM. / MED. DUTY	2"-4" (2)	CAST IRON	CAST IRON	7" DIA	-	Z-507	ZURN
HD	HUB DRAIN	INDIRECT WASTE	(2)	-	-	-	STUB 2" A.F.F.	-	-
HD-R	HUB DRAIN	INDIRECT WASTE	(2)	-	STUB DRAIN PIPE 2" A.F.F. AND PROVIDE 1 PIPE SIZE INCREASE ON END OF PIPE.				

- ACCEPTABLE MANUFACTURERS: ZURN, J.R. SMITH, JOSAM, WADE, WATTS, SCHIER, KUSEL, SIOUX CHIEF.

(2) AS NOTED ON DRAWINGS

BACKFLOW PREVENTER / VACUUM BREAKER SCHEDULE (BFP)

NO.	LOC.	GPM	MAX. P.D. (PSI)	INDIRECT WASTE REQ'D	SIZE	MAX. OP TEMP. DEG. F.	TYPE	MAX. HAZ.	BFP/VB PRESS.	APPLICATION	ASSE STD.	MODEL	REMARKS
C	SEE PLANS	0.5	11.0	YES	3/8"	130	BFP FOR CARB. BEVERAGES	-	-	CARB. BEV. DISPENSER, ICE MACHINE	1022	SD-3	WATTS (1)
1	104	63.0	10.0	YES (6)	2"	180	REDUCED PRESS. PRINCIPLE BFP	HIGH	CONTIN.	BLDG POTABLE WATER SYSTEM PROTECTION	1013	LF919QT	WATTS (1)

- ACCEPTABLE MANUFACTURERS: WATTS, AMES, ZURN/WILKINS, APOLLO.

(1) LEAD FREE BODY.
(6) PROVIDE AIR GAP FITTING.

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HVAC SPECIFICATIONS

LEGEND

NOTE: ALL SYMBOLS SHOWN MAY NOT APPEAR ON DRAWINGS.

SYM.	ABBR.	IDENTIFICATION	SYM.	ABBR.	IDENTIFICATION
DUCTWORK					
R / R		DUCT (R)ISE/(D)ROP			SA OR OA DUCT DOWN OR AWAY
		RADIUS ELBOW			EA DUCT DOWN OR AWAY
		SQUARE ELBOW WITH TURNING VANES			RA DUCT DOWN OR AWAY
		SQUARE ELBOW WITHOUT TURNING VANES		VD	VOLUME DAMPER
		SQUARE OR RECTANGULAR BRANCH TAKEOFF		BDD	BACKDRAFT DAMPER
		RECTANGULAR TO ROUND TAKEOFF		MOD	MOTOR OPERATED DAMPER
		TEE WITH TURNING VANES	(SD)	DSD	DUCT SMOKE DETECTOR
		ROUND TO ROUND CONICAL TAKEOFF	(F)	FD	FIRE DAMPER
		ECCENTRIC TRANSITION	(S)	SD	SMOKE DAMPER
		CONCENTRIC TRANSITION	(F/S)	FSD	FIRE/SMOKE DAMPER
		SQUARE TO ROUND TRANS.		SG	SUPPLY GRILLE
		DUCT CAP		EG,RG, TG	(E)XHAUST / (R)ETURN / (T)RANSFER GRILLE
	ALD	ACOUSTICALLY LINED DUCT	UCD	UCD	UNDERCUT DOOR (BY GC)
	SA	SUPPLY AIR DUCT UP	DTG (0 SF)	DTG	DOOR TRANSFER GRILLE
	OA	OUTSIDE AIR DUCT UP		FC	FLEXIBLE CONNECTION
	RA	RETURN AIR DUCT UP		AD	ACCESS DOOR
	EA	EXHAUST AIR DUCT UP			
MISCELLANEOUS AND CONTROLS					
A / S		DETAIL OR SECTION NUMBER / SHEET NUMBER			STATIC PRESS. SENSOR
H		HUMIDISTAT / HUMID. SENSOR	SS		SLAB TEMPERATURE SENSOR
T		THERMOSTAT / TEMP. SENSOR			COMBINATION STARTER
VFD	VFD	VARIABLE FREQUENCY DRIVE	MS		MANUAL STARTER
	AFF	ABOVE FINISHED FLOOR		OC	ON CENTER
	AFG	ABOVE FINISHED GRADE		PC	PLUMBING CONTRACTOR
	AP	ACCESS PANEL		RAO	RETURN AIR OPENING
	BJ	BETWEEN JOISTS		TAO	TRANSFER AIR OPENING
	BOD	BOTTOM OF DUCT		EAO	EXHAUST AIR OPENING
	BOG	BOTTOM OF GRILLE		TCC	TEMPERATURE CONTROL CONTRACTOR
	EC	ELECTRICAL CONTRACTOR		TCP	TEMPERATURE CONTROL PANEL
	GC	GENERAL CONTRACTOR / CONSTRUCTION MANAGER		TJ	THRU JOISTS
	HC	HVAC CONTRACTOR		TYP.	TYPICAL
	IMP	INSULATED METAL PANEL		TTS	TIGHT TO STRUCTURE
	NIC	NOT IN CONTRACT		TV	TURNING VANES
	NTS	NOT TO SCALE		WWM	WELDED WIRE MESH
PIPING					
		SHUTOFF VALVE		PRV	PRESS. REDUCING VALVE
		BALANCE VALVE		SRV	SAFETY RELIEF VALVE
		CHECK VALVE			STEAM TRAP
		COMBINATION VALVE			ANCHOR
		STRAINER			GUIDE
		DRAIN VALVE			PIPING BOTTOM TAKE-OFF
		GLOBE VALVE			PIPING TOP TAKE-OFF
		THERMOMETER			PIPE DOWN OR AWAY
	PG	PRESSURE GAUGE			PIPE UP
		GAUGE COCK			PIPING CAP
	TCV	TEMP. CONTROL VALVE			UNION/FLANGE
		TEST CONNECTION			PIPE PITCH DOWN
	MAV	MANUAL AIR VENT			CONCENTRIC REDUCER
	FM	FLOW METER			ECCENTRIC REDUCER
		FLOW CONTROL / SHUTOFF VALVE		FC	FLEXIBLE CONNECTION
		FLOW CONTROL VALVE		BF	BLIND FLANGE
	GEO-S/GEO-R	GEOTHERMAL SUPPLY/RETURN		HWS/HWR	HOT WATER SUPPLY/RETURN
	CTS/CTR	COOLING TOWER WATER SUPPLY/RETURN		GS/GR	GLYCOL SUPPLY/RETURN
	MU	MAKEUP WATER		RWS/RWR	RADIANT WATER SUPPLY/RETURN
	LPS/LPC	LOW PRESSURE STEAM/CONDENSATE		SMS/SMR	SNOW MELT SUPPLY/RETURN
	HPS/HPC	HIGH PRESSURE STEAM/CONDENSATE		FOS/FOR	FUEL OIL SUPPLY/RETURN
	PC	PUMPED CONDENSATE		BF	BOILER FEED
	G/LP	NATURAL GAS/LP GAS		CF	CHEMICAL FEED
	D	DRAIN		A	COMPRESSED AIR
	CHWS/CHWR	CHILLED WATER SUPPLY/RETURN		V	VENT
FIRE RATED WALLS					
		FIRE - 1 HOUR			FIRE - 3 HOUR
		FIRE - 2 HOUR			FIRE - 4 HOUR

SHEET INDEX

NUMBER	SHEET NAME
HVAC	
H0.1	LEGEND AND SPECIFICATIONS
H1.1	FIRST FLOOR PLAN
H4.0	SCHEDULES

HVAC LEGEND AND SPECIFICATIONS

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WATERLOO, IA

PROFESSIONAL SEAL

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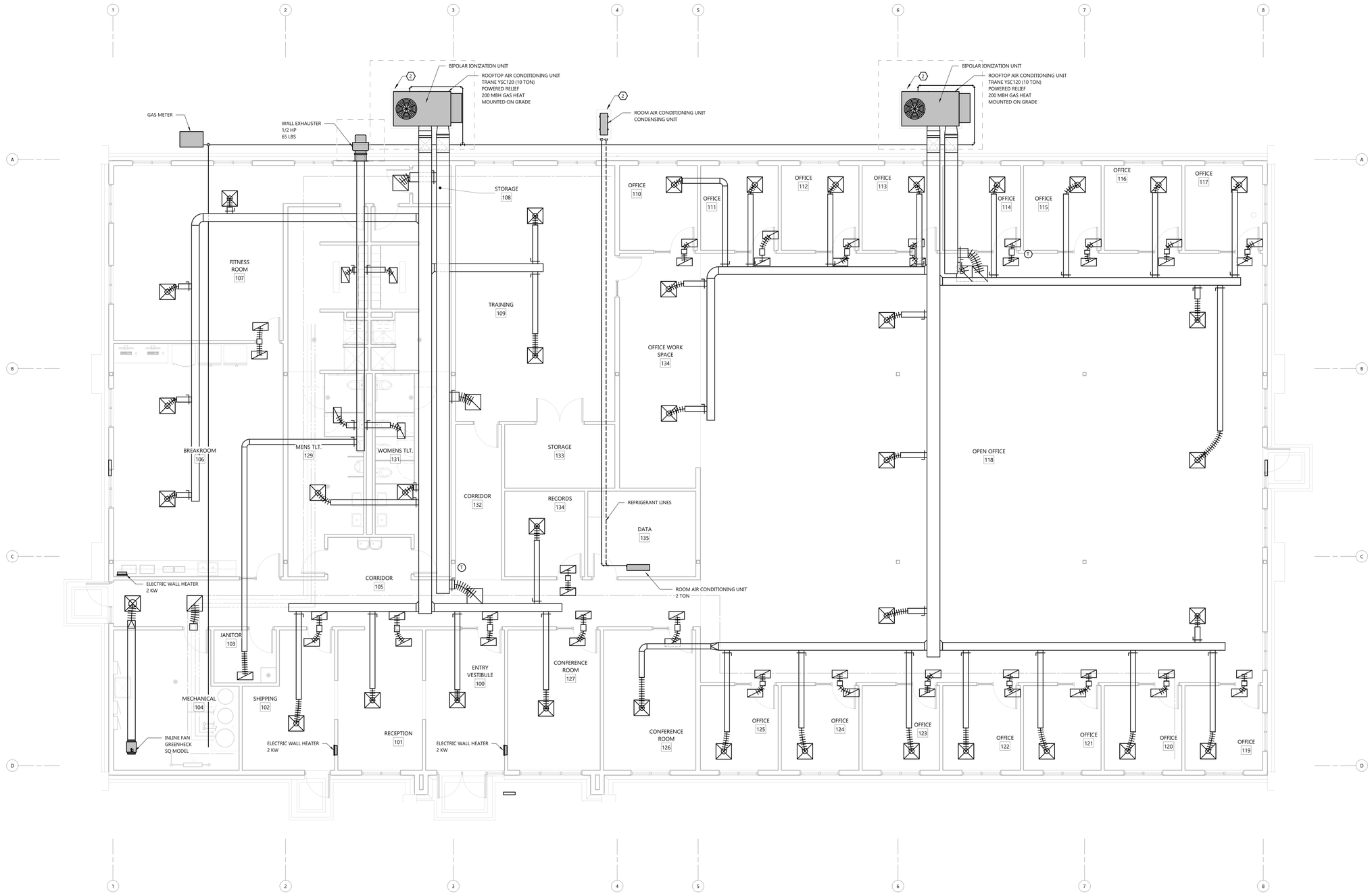
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NORTH

FIRST FLOOR PLAN

SCALE: 3/16" = 1'-0"

8' 0' 8' 16'

HVAC FIRST FLOOR PLAN

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DUCTWORK AND DUCTWORK INSULATION SCHEDULE

SERVICE	LOCATION	DUCT MAT'L	SMACNA PRESS. CLASS	INSULATION		INSUL. JACKET
				RECTANGULAR DUCT	ROUND DUCT	
SUPPLY RTAC UNITS	CONCEALED	GALV. ST.	+1"	1" A.L.D. (1)	1.5" FLEX. F.G.	N.R.
SUPPLY RTAC UNITS	OUTDOORS	GALV. ST.	+1"	1.5" POLYISOCYANURATE BOARD	2" ELAST. FOAM	LAMINATED
SUPPLT INLINE FAN	EXPOSED	GALV. ST.	+1"	N.R.	N.R.	N.R.
RETURN RTAC UNITS	CONCEALED	GALV. ST.	-1"	1" A.L.D. (1) (10)	N.R.	N.R.
RETURN RTAC UNITS	OUTDOORS	GALV. ST.	-1"	1.5" POLYISOCYANURATE BOARD	2" ELAST. FOAM	LAMINATED
TRANSFER	CONEALED AND EXPOSED	GALV. ST.	+1/2"	1" A.L.D. (1)	N.R.	N.R.
EXHAUST WE-1	CONCEALED	GALV. ST.	-1"	1.5" FLEX. F.G. (2)	1.5" FLEX. F.G. (2)	N.R.

N.R. = NOT REQUIRED
EXPOSED = VISIBLE FROM OCCUPIED SPACE, DOES NOT INCLUDE DUCTWORK ABOVE WALK-ON CEILINGS AND IN MECHANICAL ROOMS.
CONCEALED = HIDDEN FROM VIEW BY WALLS AND CEILINGS. INCLUDES DUCTWORK ABOVE WALK-ON CEILINGS AND IN MECHANICAL ROOMS.
MATERIALS:
GALV. STEEL: ASTM A653, LOCK FORMING QUALITY, 1.25 OUNCES/ S.F. ZINC COATING (G90 IN ACCORDANCE WITH ASTM A90 BOTH SIDES).
STAINLESS STEEL: ASTM A240/A240M, TYPE 304 OR 316.
- ALL JOINTS, LONGITUDINAL AND TRANSVERSE SEAMS AND CONNECTIONS IN DUCTWORK SHALL BE SEALED PER 2015 IECC 403.2.9.
(1) DUCT DIMENSIONS ARE SHEET METAL DIMENSIONS AND INCLUDE LINING.
(2) INSULATE FROM 18" UPSTREAM OF THE BACKDRAFT OR MOTOR OPERATED DAMPER TO THE POINT WHERE THE DUCT EXITS THE BUILDING.
(10) A.L.D. NOT REQUIRED BEYOND 20' OF 5 TON OR SMALLER ROOFTOP UNITS.

PIPE SCHEDULE

SERVICE	PIPE SIZE	STEEL														COPPER										PLASTIC										STAINLESS STEEL										PEX	PE	ML...
		PIPE								FITTINGS						PIPE		FITTINGS								PIPE				FITTINGS						PIPE	TU...	FITTINGS										
				ASTM GR. B A53		A106																														ASTM A312												
		BLACK STEEL	GALVANIZED	F	E	S	SCHEDULE	CAST IRON THREADED ASTM A126, CLASS B	MALLEABLE IRON THREADED ASME/ANSI B16.3	FORGED STEEL THREADED OR WELDED ASTM A105 GRADE II/ ANSI B16.11	SEAMLESS CARBON STEEL WELDED ASTM A234, GR. WPB/ ANSI 16.9	COLD PRESS MECHANICAL JOINT	COUPLING JOINT	CLASS	ASTM B280 TYPE ACR	ASTM B88 TYPE L HARD DRAWN	PRECHARGED LINE SET	ASME B16.22 WROUGHT COPPER	SOLDER / BRAZING	COLD PRESS MECHANICAL JOINT	COUPLING JOINT	PRESSURE RATED	NON-PRESSURE RATED	SCHEDULE	PVC ASTM D1784, D1785, D2672	CPVC ASTM D1784, F411	PVC ASTM D2464, D2467, D1784	CPVC ASTM F437, F439, D1784	304	316	SCHEDULE	16 GAUGE 304	ASTM A403, GR. WP304 BUTT WELDED	THREADED	COLD PRESS MECHANICAL JOINT												
GAS (≤ 5 PSIG)	1/2" - 3"	X		X	X	X	40	X	X	X	X	X	(6)	125/150																																		
GAS REGULATOR VENTS	ALL SIZES	X		X	X	X	40	X	X	X	X	X	(6)	125/150																																		
REFR. SUCTION AND LIQ. ≤ 5 TONS	ALL																X																														
COOLING COIL COND. DRAIN	ALL		X	X	X	X	40	X	X					125							X	40	X	X	X	(3)	(19)																		

(3) ASTM F656 SOLVENT WELD WITH ASTM D2564 CLEAR SOLVENT CEMENT.
(6) VIEGA MEGAPRESS FITTING COMPLYING WITH ASTM A420 OR ASME B16.3. EPDM SEAL FOR WATER APPLICATIONS, HNBR SEAL FOR GAS.
10 YEAR WARRANTY IN MATERIAL AND WORKMANSHIP. INSTALL PER MFR INSTALLATION INSTRUCTIONS.
(19) ASTM F656 SOLVENT WELD WITH ASTM F493 CLEAR SOLVENT CEMENT.

PIPE INSULATION SCHEDULE

SERVICE	INSULATION TYPE	JACKET	PIPE SIZE				
			< 1"	1" - 1.25"	1.5" - 3"	4" - 6"	> 6"
REFRIGERATION SUCTION	ELASTOMERIC FOAM	(1)	1"	1"	1"	1"	1"
REFRIGERATION LIQUID	NR	NR	-	-	-	-	-

(1) PVC FINISH FOR INSULATION LOCATED OUTDOORS.

ELECTRICAL/STARTER/DISCONNECT SCHEDULE

SYM.	ELECTRICAL DATA							STARTER					SMOKE DETECTOR	DISCONNECT		REMARKS
	HP	KW	FLA	MCA	MOP	VOLT	PH.	TYPE	LOCATION	FURN. BY	AUX. CONTACT	ACCESS-ORIES		DIS-CONNECT	FURN. BY	
RTAC-1	-	-	-	22	25	460	3	INTEG.	INTEGRAL	EM	-	-	-	R	EM (2)	-
RTAC-2	-	-	-	22	25	460	3	INTEG.	INTEGRAL	EM	-	-	-	R	EM (2)	-
IF-1	1/8	-	-	-	-	120	1	RELAY	(28)	HC	-	-	-	R	EM (2)	-
WE-1	1/2	-	-	-	-	120	1	COMB	(28)	HC	-	-	-	R	EM (2)	(3)
RACU-1 (INDOOR)	-	-	-	1	15	208	1	INTEG.	INTEGRAL	EM	-	-	-	R	EC	(5)
RACU-1 (CU)	-	-	-	18	25	208	1	INTEG.	INTEGRAL	EM	-	-	-	R	EC	-
EWH-1	-	2	-	-	-	208	1	INTEG.	INTEGRAL	EM	-	-	-	R	EM	-
IU-1	-	0.015	-	-	-	24-240	1	INTEG.	INTEGRAL	EM	-	-	-	NR	-	(30)
IU-2	-	0.015	-	-	-	24-240	1	INTEG.	INTEGRAL	EM	-	-	-	NR	-	(30)

STARTER TYPE:
INTEG.= INTEGRAL: PROVIDED INTEGRAL WITH EQUIPMENT.
RELAY= UL LISTED MOTOR RATED RELAY WITH SEPARATE ENTRANCES FOR INPUT AND OUTPUT CONTACTS (RIBT SERIES), OVERRIDE SWITCH AND LED STATUS INDICATOR.
CONTACT RATING, CONFIGURATION, AND COIL VOLTAGE SUITABLE FOR APPLICATION.
MAN= MANUAL: NEMA ICS 2, AC GENERAL PURPOSE CLASS A MANUALLY OPERATED, FULL-VOLTAGE CONTROLLER WITH QUICK MAKE AND BREAK TOGGLE ACTION AND DOUBLE BREAK SILVER ALLOY CONTACTS. BIMETALLIC OR MELTING ALLOY TYPE THERMAL OVERLOAD UNITS. NEMA ICS 6 GENERAL PURPOSE FLUSH MOUNTED ENCLOSURE WITH STAINLESS STEEL COVER PLATE IN FINISHED AREAS AND TYPE 1 SURFACE MOUNTED IN UNFINISHED AREAS.
COMB= COMBINATION: COMBINE MAGNETIC STARTER AND NON-FUSED DISCONNECT SWITCH IN COMMON ENCLOSURE. LOCKABLE IN OPEN POSITION, MOLDED CAST TYPE MOTOR CIRCUIT PROTECTOR (MAGNETIC PROTECTION ONLY).
VFD= VARIABLE FREQUENCY DRIVE- SEE SPECS.

FURNISHED BY:
EM = EQUIPMENT MANUFACTURER
HC = HEATING CONTRACTOR
EC = ELECTRICAL CONTRACTOR

ACCESSORIES:
HOA = HAND-OFF-AUTO
PL =LED PILOT LIGHT
PB = PUSH BUTTON

DISCONNECT:
NR= NOT REQUIRED
R = REQUIRED
3R = NEMA 3R

REMARKS:
REC.=RECEPTACLE

- ACCEPTABLE MANUFACTURERS: ALLEN BRADLEY, CUTLER HAMMER, SQUARE D, GENERAL ELECTRIC.
- VERIFY VOLTAGE AND PHASE WITH ELECTRICAL CONTRACTOR BEFORE ORDERING EQUIPMENT.
- FURNISH MOTOR STARTERS TO E.C. FOR INSTALLATION AND WIRING WHEN THE STARTER SCHEDULE CALLS FOR H.C. TO FURNISH.
(2) DISCONNECT FACTORY MOUNTED AND PREWIRED BY EQUIPMENT MANUFACTURER.
(3) EC SHALL WIRE TO 120 VOLT MOTOR OPERATED DAMPER ACTUATOR LOCATED INSIDE BUILDING FROM SAME FEED AS ROOF EXHAUSTER.
(5) EC SHALL PROVIDE POWER WIRING BETWEEN CU AND INDOOR UNIT.
(28) MOUNT STARTER ON WALL NEAR ELECTRICAL PANEL THAT SERVES FAN. COORDINATE LOCATION WITH ELECTRICAL CONTRACTOR.
(30) EC SHALL WIRE TO UNIT SERVED POWER SUPPLY PER MANUFACTURER INSTRUCTIONS.

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100 Camelot Drive
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Phone: (920) 926-9800
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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2143080

SHEET NUMBER
H4.0

HVAC SCHEDULES

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ELECTRICAL SPECIFICATIONS

ELECTRICAL SCOPE OF WORK

GENERAL REQUIREMENTS

A. MATERIALS, WORKMANSHIP, DEVICES, AND EQUIPMENT TO BE PROVIDED AS SPECIFIED. SPECIFICATION PROVIDED FOLLOWING SCOPE OF WORK REQUIREMENTS.
B. PROVIDE TEMPORARY POWER FOR CONSTRUCTION SITE PER GENERAL CONTRACTOR'S (GC) DIRECTION.
C. THE ELECTRICAL INSTALLATION SHALL FOLLOW ALL FEDERAL, STATE, AND LOCAL CODES. PROVIDE WORKMANSHIP THAT IS OF BEST QUALITY WITH THE BEST POSSIBLE APPEARANCE AND UTILITY.

POWER REQUIREMENTS

A. NEW SECONDARY ELECTRICAL SERVICE AS SHOWN ON PLANS. TRANSFORMER SHALL BE PROVIDED BY LOCAL UTILITY.
B. ELECTRICAL CONTRACTOR (EC) SHALL BE RESPONSIBLE FOR PROVIDING CONDUITS FROM TRANSFORMER TO NEW SERVICE ENTRANCE RATED DISCONNECT. PROVIDE CT'S FOR SERVICE LOAD MONITORING AND METER.
C. PROVIDE 250A 480V PANELBOARD IN ELECTRICAL ROOM WITH SURGE SUPPRESSION PROTECTION. PROVIDE DISTRIBUTION TO 112.5KVA TRANSFORMER AS WELL AS HVAC LOADS.
D. PROVIDE 112.5KVA DRY TYPE TRANSFORMER LOCATED IN ELECTRICAL ROOM. 480V PRIMARY AND 208/120V SECONDARY.
E. PROVIDE 400A 208/120V 16B CIRCUIT DOUBLE TUB PANELBOARD WITH MAIN CIRCUIT BREAKER. ALL REMAINING POWER DISTRIBUTION REQUIRED FOR BUILDING TO ORIGINATE FROM PANELBOARD. (LIGHTING, RECEPTACLES, OFFICE EQUIPMENT, ETC.)
F. PROVIDE LOCAL DISCONNECTS FOR MOTORS AS REQUIRED PER PLUMBING AND HVAC DOCUMENTS.
G. PROVIDE POWER TO HVAC, PLUMBING, AND FIRE PROTECTION EQUIPMENT. COORDINATE INSTALLATION REQUIREMENTS WITH HVAC, PLUMBING, AND FIRE PROTECTION CONTRACTORS. SEE HVAC, PLUMBING, FIRE PROTECTION DOCUMENTS FOR MORE INFORMATION.
H. PROVIDE CIRCUIT BREAKERS FEEDING MOTORS, HVAC, PLUMBING, AND FIRE PROTECTION EQUIPMENT THAT DO NOT REQUIRE LOCAL DISCONNECTS WITH FIXED, LOCK OFF HANDLE PADLOCKING CIRCUIT BREAKERS.
I. GENERAL PURPOSE RECEPTACLE LAYOUT — AS SHOWN ON DRAWINGS.

FIRE ALARM REQUIREMENTS

A. PROVIDE AN ADDRESSABLE FIRE ALARM SYSTEM THAT MEETS STATE AND LOCAL CODES AND NFPA72.
B. PROVIDE OFF SITE MONITORING FOR FACP.
C. PROVIDE AN ADDRESSABLE FIRE ALARM SYSTEM TO MONITOR THE SUPPRESSION SYSTEM'S PRESSURE SWITCHES, TAMPER SWITCHES, AND FLOW SWITCHES.
D. PROVIDE 120-VOLT,20-AMP FEED FOR FACP AND 1 REMOTE ANNUNCIATOR PANEL.

LIGHTING

A. LIGHT FIXTURE INSTALLATION AND CONTROLS SHALL MEET IBC2018 AND IECC2018.
B. ALL LIGHT FIXTURES SHALL BE LED, PROVIDE INTERIOR LIGHTS IN QUANTITY AS SHOWN ON DRAWINGS.
C. PROVIDE 10 SITE LIGHTS FIXTURES MOUNTED OFF 30 FOOT TALL POLE. SITE LIGHTS SHALL BE CONTROLLED BY TIMECLOCK AND PHOTOEYE.
D. EMERGENCY LIGHTING STRATEGY
   1. PROVIDE EMERGENCY LIGHTS WITH BATTERY PACK BACK FOR 90 MINUTES OF OPERATION UPON LOSS OF POWER AS SHOWN ON DRAWINGS.
   2. PROVIDE EXIT LIGHTS WITH INTEGRAL BATTERY PACKS AS SHOWN ON DRAWINGS.
   3. PROVIDE NIGHT LIGHTS WITH BODINE BATTERY PACK TO REMAIN LIT UPON LOSS OF POWER AS SHOWN ON DRAWINGS.
E. SEE SHEET E5.0 FOR LIGHT FIXTURES.
F. PROVIDE MOUNTING PROVISION FOR WALL PACKS ON BUILDING FOR MAINTAINING BUILDING INSULATION AND ENVELOPE.
G. LIGHT LEVELS AND LIGHTING CONTROLS STRATEGY SHALL BE AS FOLLOWS:
   1. OFFICES
      a. 2X4 LED FIXTURES SHALL BE 0-10V DIMMABLE AND CONTROLLED BY OCCUPANCY SENSOR(S).
      b. LIGHT LEVEL SHALL BE APPROXIMATELY 50 FOOT CANDLES.
   2. RESTROOMS
      a. 2X4 LED FIXTURES SHALL BE CONTROLLED BY OCCUPANCY SENSOR(S).
      b. LIGHT LEVEL SHALL BE APPROXIMATELY 40 FOOT CANDLES.
   3. BREAKROOM
      a. 2X4 LED FIXTURES SHALL BE CONTROLLED BY OCCUPANCY SENSOR(S).
      b. LIGHT LEVEL SHALL BE APPROXIMATELY 50 FOOT CANDLES.
   4. MECHANICAL ROOM
      a. LED STRIP FIXTURES CONTROLLED BY LIGHT SWITCHES.
      b. LIGHT LEVEL SHALL BE APPROXIMATELY 50 FOOT CANDLES.

PREMISE WIRING

A. EC TO PROVIDE DEMARC BOARD FOR TELECOMMUNICATION, SECURITY AND COMMUNICATION EQUIPMENT BUILDING SERVICE.
B. EC TO PROVIDE 48U DATA RACK WITH PATCH PANEL WITH ADEQUATE POSITIONS FOR ALL DATA DEVICES SHOWN ON DRAWINGS. PROVIDE FIBER OPTIC PATCH PANEL IN DATA RACK.
C. PROVIDE CABLE, CONDUIT, RACEWAY, AND BOXES REQUIRED FOR ALL DATA DEVICES SHOWN ON DRAWINGS.
D. COMMUNICATION EQUIPMENT BY OWNER.
E. EC TO PROVIDE ZONE PAGING SYSTEM, MIXER, AMPLIFIER, SPEAKERS AND HEAD END UNIT. SEE SPECIFICATIONS FOR MORE INFORMATION.
F. PROVIDE VIDEO INTERCOM SYSTEM AND EQUIPMENT AS INDICATED IN SPECIFICATIONS.

SECURITY CAMERAS

A. FURNISH AND INSTALL (1) CAMERA SERVER WITH 30 DAY RETENTION EXPECTED.
B. FURNISH AND INSTALL AXIS T SERIES NETWORK SWITCHES AS NEEDED.
C. FURNISH AND INSTALL AXIS T8061 SURGE PROTECTORS ON ALL OUTDOOR CAMERAS.
D. CAMERA TYPES
   1. INTERIOR: AXIS P3807LVE
   2. EXTERIOR: AXIS P3807LVE
E. FURNISH AND INSTALL APC RACKMOUNT UPS — 15 MIN RUNTIME FOR SERVER.
F. FURNISH AND INSTALL ALL CAT6, (FIBER IF NECESSARY) WIRING AND PATCH CABLES.
G. COMMISSION AXIS GUARD SUITE ANALYTICS ON ALL CAMERAS, MODIFY AS NEEDED.
H. FURNISH AND INSTALL ANY/ALL ACCESSORIES TO HAVE A COMPLETE AND WORKING SYSTEM.

ACCESS CONTROL

A. PROVIDE ACCESS CONTROL SYSTEMS AS INDICATED ON FLOOR PLANS. INCLUDING ALL CONTROLS, POWER SUPPLIES, DEVICES, AND WIRING.
B. PROVIDE NOTIFICATIONS FOR ALL DOOR PROP ON ALL EXTERIOR DOORS — TEXT, EMAIL, ETC.

DIVISION 26 ELECTRICAL

26 05 00 BASIC ELECTRICAL REQUIREMENTS

A. SEE DIVISION 00 PROCUREMENT AND CONTRACTING AND DIVISION 01 GENERAL REQUIREMENT FOR ADDITIONAL REQUIREMENTS.
B. ELECTRICAL CONTRACTOR SHALL VERIFY REQUIREMENTS FOR TEMPORARY LIGHTING AND POWER WITH GENERAL CONTRACTOR AND INCLUDE IN HIS SCOPE OF WORK WHEN DIRECTED BY G.C. INSTALL IN ACCORDANCE WITH ALL CODE AND OSHA REQUIREMENTS FOR CONSTRUCTION PROJECTS.
C. SUBSTITUTIONS
   1. SEE DIVISION 01 23 00 PRODUCT SUBSTITUTION PROCEDURES FOR ADDITIONAL REQUIREMENTS.
   2. CONTRACTOR SHALL PROVIDE ALL SUPPORTING DATA AND ASSUME THE BURDEN OF PROOF THAT ANY SUBSTITUTE IS EQUIVALENT AS TO APPEARANCE, CONSTRUCTION, CAPACITY, AND PERFORMANCE. THE JUDGMENT OF EQUIVALENCY SHALL BE MADE BY THE ENGINEER AT THE TIME OF SHOP DRAWING REVIEW, NOT DURING BIDDING.
   3. WHERE SUBSTITUTE EQUIPMENT REQUIRES REDESIGN OF ANY PART OF THE PROJECT, THE COST OF REDESIGN AND ADDITIONAL COSTS OF THE WORK SHALL BE PAID BY THE CONTRACTOR. REDESIGN SHALL BE SUBJECT TO THE APPROVAL OF ALL AUTHORITIES HAVING JURISDICTION OVER THE WORK INCLUDING THE ARCHITECT/ENGINEER.
D. SHOP DRAWINGS, PRODUCT DATA, TEST RESULTS AND SAMPLE SUBMITTALS:
   1. SEE DIVISION 01 33 23 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES FOR ADDITIONAL REQUIREMENTS.
   2. ELECTRICAL CONSTRUCTION ADMINISTRATION SUBMITTAL LIST:
      a. PANELBOARDS
      b. SURGE PROTECTION DEVICES
      c. MOTOR STARTERS
      d. LIGHT FIXTURES
      e. OCCUPANCY SENSORS
      f. DATA RACKS
      g. PATCH PANELS
      h. TELECOMMUNICATION PREMISE WIRING
      i. PUBLIC ADDRESS SYSTEM
      j. ACCESS CONTROL SYSTEM
      k. SECURITY SYSTEM
      l. INTERCOM
      m. UNINTERRUPTABLE POWER SUPPLIES.
   3. INCLUDE OUTLINE AND GENERAL ARRANGEMENT DRAWINGS, DATA SHEETS AND WIRING DIAGRAMS.
   4. SHOP DRAWINGS SHALL CLEARLY INDICATE SPECIFIC MODEL BEING PROVIDED WHERE CUT SHEETS SHOW MULTIPLE MODELS.
   5. LIGHT FIXTURE SHOP DRAWINGS SHALL CLEARLY INDICATE INDENTIFICATION TAG AS INDICATED IN LIGHT FIXTURE SCHEDULE. ALL OPTIONS, ACCESSORIES AND FINISHES BEING PROVIDED SHALL BE CLEARLY INDICATED.
   6. SYSTEM WIRING RISER DIAGRAMS SHALL INDICATE ALL COMPONENTS SHOWN ON THE FLOOR PLANS, TYPE AND TERMINATION POINT OF CABLE TO EACH COMPONENT.
   7. PROJECT CLOSEOUT
      a. MARK RECORD DRAWINGS ON A FINAL SET OF DRAWINGS WHICH INCLUDES ALL REVISIONS.
E. FINISHING AND PAINTING
   1. SEE DIVISION 09 91 00 FINISH AND PAINTING FOR ADDITIONAL REQUIREMENTS.
   2. PREPARE EXPOSED CONDUIT, FITTINGS, SUPPORTS, AND ACCESSORIES FOR FINISH PAINTING IN ROOMS THAT WILL HAVE CEILING AND STRUCTURE PAINTED.
   3. E.C. SHALL PROVIDE A FACTORY OR FIELD APPLIED PRIME AND FINISH COAT OF COLOR SELECTED BY THE OWNER'S REPRESENTATIVE TO ALL ROOF MOUNTED EQUIPMENT AND OTHER EXTERIOR MATERIALS, INCLUDING SUPPORT HARDWARE.
   4. COORDINATE WORK WITH THE PAINTERS SO THAT ALL EQUIPMENT IS INSTALLED PRIOR TO PAINTING. E.C. SHALL PAINT ITEMS IF NOT IN PLACE PRIOR TO NORMAL ROUTINE PAINTING.
   5. IF FINISH BECOMES RUSTED, CORRODED, SCRATCHED, OR FLAKED DURING STORAGE OR INSTALLATION, REFINISH THE EQUIPMENT TO THE SATISFACTION OF THE OWNER.
   6. WHERE THE ELECTRICAL CONTRACTOR IS REQUIRED TO PAINT, THE PAINTING SHALL BE DONE IN ACCORDANCE WITH THE PAINTING PORTION OF THE ARCHITECTURAL SPECIFICATION.
F. DETAILS AND SCHEDULES ARE SHOWN TO AID THE CONTRACTOR AND ARE NOT MEANT TO BE INCLUSIVE OF ALL DEVICES. PROVIDE REQUIRED EQUIPMENT AND ACCESSORIES FOR A COMPLETE INSTALLATION.
G. INSTALL ALL EQUIPMENT PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND REQUIREMENTS. PROVIDE ADDITIONAL WORK AND MATERIALS AS REQUIRED.
H. COORDINATE INSTALLATION OF ELECTRICAL WORK WITH THE OTHER CONTRACTORS TO AVOID CONFLICTS WITH OTHER WORK.
I. MAINTAIN MAXIMUM HEADROOM AND SPACE CONDITION AT ALL POINTS IN THE BUILDING. WHERE HEADROOM OR SPACE CONDITIONS APPEAR INADEQUATE, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE INSTALLATION.
J. COMPLY WITH THE REQUIREMENTS OF NFPA; NATIONAL, STATE AND LOCAL ELECTRICAL CODES AND LOCAL UTILITY REGULATIONS.
K. MATERIAL SHALL BEAR U.L. AND/OR OTHER APPROVED AGENCY LISTING.
L. INSTALL MOTOR STARTERS/VFDS FURNISHED BY HVAC AND PLUMBING CONTRACTORS, AND WIRE FROM THE POWER SOURCE TO THE STARTER/VFD AND FROM THE STARTER/VFD TO THE MOTOR.
M. VERIFY ELECTRICAL SIZE AND CONNECTION REQUIREMENTS FOR EQUIPMENT FURNISHED BY OTHERS WITH FINAL SHOP DRAWINGS.
N. CONTRACTOR SHALL CALL LOCAL UTILITY LOCATING SERVICE AND CONDUCT A PRIVATE UTILITY LOCATE TO ENSURE THAT ALL ELECTRICAL FEEDERS, BRANCH CIRCUITS, LOW VOLTAGE CABLES AND FIBER OPTIC HAVE BEEN LOCATED BEFORE STARTING SITE DEMOLITION. DESIGN ENGINEER AND GENERAL CONTRACTOR SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
O. SCHEDULE REQUIRED POWER, TELEPHONE OR DATA OUTAGES IN OCCUPIED AREAS OF THE FACILITY WITH THE OWNER. CONTRACTOR SHALL WORK UNTIL SERVICE IS RESTORED. OUTAGE WORK SHALL BE PERFORMED DURING NON-WORKING HOURS, WEEKENDS, OR HOLIDAYS.
P. PROVIDE ALL CUTTING AND PATCHING NECESSARY FOR ELECTRICAL WORK INSTALLATION UNLESS THIS WORK IS IDENTIFIED TO BE THE WORK OF OTHER CONTRACTORS. PATCHING SHALL MATCH ADJACENT SURFACES. CORE DRILL OR SAW-CUT OPENINGS THROUGH EXISTING CONCRETE.
Q. REMOVE FROM THE JOB SITE ELECTRICAL CONDUIT, PANELS, CABLE, WIRE, EQUIPMENT, ETC. INDICATED BY THE DRAWINGS TO BE DEMOLISHED, UNLESS INDICATED TO BE TURNED OVER TO THE OWNER.
R. PROJECT COMPLETION
   1. CLEAN FIXTURES AND EQUIPMENT AND LEAVE IN PROPER WORKING CONDITION AT THE TIME OF FINAL CLEAN-UP.
S. PROVIDE OPERATING INSTRUCTIONS AS FOLLOWS:
   1. TWO (2) HOURS FOR BUILDING ELECTRICAL SYSTEM.
   2. PROVIDE OPERATING INSTRUCTIONS AS SPECIFIED IN EACH EQUIPMENT SPECIFICATION SECTION.
   3. MAINTAIN A RECORD OF OPERATING INSTRUCTION PERIODS.
   4. RECORD A VIDEO OF ALL OPERATING INSTRUCTIONS AND TURN OVER A COPY OF DVD TO OWNER.
   5. PROVIDE CERTIFICATION FOR ALL SYSTEMS FOR OWNER COMMISSIONING BOOK.
T. LOCATION
   1. THE ARCHITECT SHALL RESERVE THE RIGHT TO MAKE OUTLET POSITION CHANGES UP TO 10' BEFORE INSTALLATION WITHOUT ANY ADDITIONAL COST TO PROJECT.
   2. DO NOT LOCATE OUTLETS OR EQUIPMENT WHERE THE USEFULNESS AND/OR OPERATION WILL BE AFFECTED BY THE WORK OF OTHER TRADES, DOOR SWING, COUNTER, EQUIPMENT, ETC.
   3. REVIEW THE ARCHITECTURAL DRAWINGS TO VERIFY ALL WIRING DEVICE LOCATIONS PRIOR TO ROUGH-IN. LOCATE DEVICES AS SHOWN ON THE ARCHITECTURAL DRAWINGS. NO COMPENSATION WILL BE GIVEN FOR NOT FOLLOWING THIS REQUIREMENT.
U. ACCESS
   1. INSTALL EQUIPMENT, JUNCTION BOXES, PULL BOXES AND ACCESSORIES TO PERMIT ACCESS WITHOUT RELOCATING INSTALLED OR YET TO BE INSTALLED EQUIPMENT.
   2. ACCESS PANELS
      a. FURNISH ACCESS PANELS OF ADEQUATE SIZE TO PERMIT SERVICE OF CONCEALED DEVICES. PANELS SHALL BE SUITABLE FOR INSTALLATION IN THE MATERIAL FORMING THE FINISHED SURFACE, WITH FLUSH METAL FRAME, FLUSH HINGED STEEL DOOR, FLUSH SCREWDRIVER OPERATED LATCH.
      b. PANELS UL LISTED TO CONFORM TO THE FIRE RATING OF THE SURFACE INSTALLED IN.
      c. TURN ACCESS PANEL OVER TO CONTRACTOR SKILLED IN THE CONSTRUCTION OF THE SURFACES INVOLVED FOR INSTALLATION.
      d. ARCHITECT TO APPROVE ACCESS PANEL LOCATION PRIOR TO INSTALLATION OF EQUIPMENT REQUIRING ACCESS.
      e. COORDINATE WITH THE OTHER CONTRACTORS AND WHEREVER PRACTICAL, GROUP DEVICES IN SUCH A MANNER SO AS TO MINIMIZE PANELS.
V. EXCAVATION AND BACKFILL
   1. VERIFY ALL EXISTING UNDERGROUND ELECTRICAL FEEDERS, BRANCH CIRCUITS, LOW VOLTAGE CABLES AND FIBER OPTIC AND PLUMBING PIPING HAVE BEEN LOCATED PRIOR TO EXCAVATION. CONTRACTOR SHALL NOT USE MACHINE EXCAVATORS AROUND EXISTING BURIED ELECTRICAL AND PLUMBING LINES.
   2. EXCAVATE AND BACKFILL TRENCHES FOR ELECTRICAL WORK. BACKFILL AND COMPACTION SHALL MEET REQUIREMENTS SPECIFIED ELSEWHERE.
   3. CONDUIT PASSING UNDER FOOTINGS AND FOUNDATION WALLS ARE ALLOWED WHERE PERMITTED BY NEC. MAINTAIN MINIMUM 1-1/2" CLEARANCE UNDER FOOTINGS AND FOUNDATION WALLS.
   4. BURY CONDUIT AND CABLE A MINIMUM 24" DEEP WITH 6" SAND BED ABOVE AND BELOW, AND WARNING MARKER TAPE MINIMUM 12" ABOVE.
   5. RESTORE EXISTING GROUND, LAWNS, PAVING, WALKS, ETC. TO ORIGINAL CONDITION.
W. DEMOLITION
   1. CONTRACTOR SHALL INCLUDE REMOVAL OF ALL ELECTRICAL MATERIALS BEING DEMOLISHED FROM THE JOBSITE.
   2. CONTRACTOR SHALL REMOVE WITH CARE, CLEAN, AND TURN OVER TO THE OWNER ITEMS AS NOTED ON THE DEMOLITION PLAN.
   3. ALL FLUORESCENT AND HID LAMPS AND BALLASTS SHALL BE DISPOSED OF IN A MANNER APPROVED BY STATE, FEDERAL, AND E.P.A. STANDARDS.

26 05 02 UTILITIES

A. CONTRACTOR SHALL COORDINATE ALL REQUIRED UTILITY OUTAGES WITH ELECTRIC UTILITY
   1. UTILITY PROVIDER: _____
   2. CONTACT: _____
B. UTILITY COST BY OWNER.
C. TELEPHONE UTILITIES
   1. EXISTING POTS TELEPHONE SERVICE PROVIDER IS FRONTIER
      a. COORDINATE RELOCATION OF EXISTING TELEPHONE SERVICE TO NEW OFFICE BUILDING. CONTACT: _____
      b. FINAL UNDERGROUND CONDUIT SIZES SHALL BE COORDINATE WITH THE SERVICE PROVIDER PRIOR TO INSTALLATION
   2. TELEPHONE RELOCATION COSTS BY OWNER.
D. INTERNET SERVICE PROVIDER
   1. EXISTING INTERNET SERVICE PROVIDER IS _____
      a. COORDINATE TELEPHONE SERVICE TO NEW OFFICE BUILDING
      b. FINAL UNDERGROUND CONDUIT SIZES SHALL BE COORDINATE WITH THE SERVICE PROVIDER PRIOR TO INSTALLATION
   2. INTERNET SERVICE PROVIDER UTILITY RELOCATION COSTS BY OWNER.

26 05 19 LOW VOLTAGE POWER CONDUCTORS AND CABLES (600V AND LESS)

A. TYPE AND SIZE
   1. NO. 10 & 12: SOLID OR STRANDED COPPER, 600V, THHN/THWN.
   2. NO. 8 TO 3: STRANDED COPPER, 600V, THHN/THWN.
   3. NO. 2 TO 4/0: STRANDED COPPER, 600V, THHN/THWN.
   4. 250 KCMIL AND LARGER: STRANDED COPPER, 600V, XHHW.
   5. MINIMUM BRANCH CIRCUIT WIRE SIZE NO. 12.
   6. CONTROL WIRING: STRANDED COPPER, MINIMUM NO. 14.
   7. GREEN INSULATION, COPPER STRANDED EQUIPMENT GROUND.
   8. NM CABLE IS ACCEPTABLE WHERE ALLOWED BY STATE AND LOCAL CODES AND LOCAL AUTHORITY HAVING JURISDICTION.
   9. TYPE AC OR MC CABLE IS ACCEPTABLE WHERE ALLOWED BY STATE AND LOCAL CODES AND LOCAL AUTHORITY HAVING JURISDICTION.
B. NEUTRALS AND GROUNDS SHALL BE COLOR CODED PER NEC.
C. WIRE COLORS
   1. 120/208-VOLT AND 120/240-VOLT SYSTEM: PHASE-A (BLACK), PHASE-B (RED), PHASE-C (BLUE).
   2. 277/480-VOLT SYSTEMS: PHASE-A (BROWN), PHASE-B (ORANGE), PHASE-C (YELLOW).
D. TWO PERCENT VOLTAGE DROP AT PANELBOARDS AND THREE PERCENT FOR BRANCH CIRCUITS FOR FIVE PERCENT VOLTAGE DROP PER NEC.
E. PROVIDE GROUND CONDUCTOR(S) WITH EVERY BRANCH CIRCUIT AND EVERY FEEDER.
F. PROVIDE A SEPARATE GROUND CONDUCTOR AND A SEPARATE NEUTRAL CONDUCTOR WHEN AN INDIVIDUAL RECEPTACLE OR PIECE OF EQUIPMENT IS SHOWN WITH AN INDIVIDUAL HOMERUN.
G. PROVIDE A SEPARATE GROUND CONDUCTOR AND SEPARATE NEUTRAL CONDUCTOR FOR EVERY RECEPTACLE BRANCH CIRCUIT FED FROM A PANELBOARD WITH SURGE PROTECTION.
H. PROVIDE A SEPARATE NEUTRAL CONDUCTOR FOR EACH LIGHTING BRANCH CIRCUIT THAT SERVES SOLID-STATE LED DRIVERS OR PROVIDE A NEUTRAL CONDUCTOR ONE SIZE LARGER THAN THE LARGEST SOURCE CONDUCTOR WHEN THE NEUTRAL IS SHARED.
I. TESTING: ALL CIRCUITS SHALL BE TESTED FOR PROPER OPERATION AND FUNCTION. REPAIR ALL NON-WORKING, NEWLY INSTALLED, CIRCUITS.
J. VERIFY LUG SIZES AND TERMINATION LOCATION PRIOR TO INSTALLING FEEDERS.

26 05 26 GROUNDING AND BONDING

A. GROUNDING AND BONDING PRODUCTS
   1. GOVERNING REQUIREMENTS: WHERE TYPES, SIZES, RATINGS, AND QUANTITIES INDICATED ARE IN EXCESS OF NEC REQUIREMENTS, MORE STRINGENT REQUIREMENTS AND GREATER SIZE, RATING, AND QUANTITY INDICATIONS GOVERN.
B. WIRE AND CABLE GROUNDING CONDUCTORS
   1. CONFORM TO NEC TABLE 8, EXCEPT AS OTHERWISE INDICATED FOR CONDUCTOR PROPERTIES, INCLUDING STRANDING.
      a. MATERIAL: COPPER.
   2. EQUIPMENT GROUNDING CONDUCTORS: INSULATED WITH GREEN COLOR INSULATION.
   3. GROUNDING-ELECTRODE CONDUCTORS: STRANDED CABLE.
   4. UNDERGROUND CONDUCTORS: BARE, TINNED, STRANDED, EXCEPT AS OTHERWISE INDICATED.
   5. BARE COPPER CONDUCTORS:
      a. SOLID CONDUCTORS: AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) B3.
      b. ASSEMBLY OF STRANDED CONDUCTORS: ASTM B8.
      c. TINNED CONDUCTORS: ASTM B33.
C. MISCELLANEOUS CONDUCTORS
   1. GROUNDING BUS: BARE, ANNEALED COPPER BARS OF RECTANGULAR CROSS SECTION
   2. BRAIDED BONDING JUMPERS: COPPER TAPE, BRAIDED NO. 3/0 AMERICAN WIRE GAUGE (AWG) BARE COPPER WIRE, TERMINATED WITH COPPER FERRULES.
   3. BONDING STRAPS: SOFT COPPER, 0.05 INCH (1 MILLIMETER) THICK AND 2 INCHES (50 MILLIMETERS) WIDE, EXCEPT AS INDICATED.
D. CONNECTOR PRODUCTS
   1. PRESSURE CONNECTORS: HIGH CONDUCTIVITY PLATED UNITS.
   2. BOLTED CLAMPS: HEAVY-DUTY TYPE.
   3. EXOTHERMIC-WELDED CONNECTIONS: PROVIDED IN KIT FORM AND SELECTED PER MANUFACTURER'S WRITTEN INSTRUCTIONS FOR SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND CONNECTED ITEMS.
E. GROUNDING ELECTRODES
   1. GROUNDING RODS: COPPER-CLAD STEEL.
      a. SIZE: 3/4 INCH BY 120 INCHES.
      b. PLATE ELECTRODES: COPPER, SQUARE OR RECTANGULAR SHAPE. MINIMUM 0.10 INCH THICK, SIZE AS INDICATED.
F. APPLICATION
   1. EQUIPMENT GROUNDING CONDUCTORS: COMPLY WITH NEC ARTICLE 250 FOR TYPES, SIZES, AND QUANTITIES OF EQUIPMENT GROUNDING CONDUCTORS, EXCEPT WHERE SPECIFIC TYPES, LARGER SIZES, OR MORE CONDUCTORS THAN REQUIRED BY NEC ARE INDICATED.
      a. INSTALL EQUIPMENT GROUNDING CONDUCTOR WITH CIRCUIT CONDUCTORS FOR ITEMS BELOW IN ADDITION TO THOSE REQUIRED BY CODE:
         1). FEEDERS AND BRANCH CIRCUITS.
         2). LIGHTING CIRCUITS.
         3). RECEPTACLE CIRCUITS.
         4). SINGLE-PHASE MOTOR OR APPLIANCE BRANCH CIRCUITS.
         5). THREE-PHASE MOTOR OR APPLIANCE BRANCH CIRCUITS.
         6). FLEXIBLE RACEWAY RUNS.
         7). ARMORED AND METAL-CLAD CABLE RUNS.
      b. COMPUTER OUTLET CIRCUITS: INSTALL SEPARATE EQUIPMENT GROUNDING CONDUCTOR IN BRANCH CIRCUIT RUNS FROM COMPUTER AREA POWER PANELS OR POWER-DISTRIBUTION UNITS.
      c. ISOLATED EQUIPMENT ENCLOSURE CIRCUITS: FOR DESIGNATED EQUIPMENT SUPPLIED BY BRANCH CIRCUIT OR FEEDER, ISOLATE EQUIPMENT ENCLOSURE FROM SUPPLY RACEWAY WITH NONMETALLIC RACEWAY FITTING LISTED FOR PURPOSE. INSTALL FITTING WHERE RACEWAY ENTERS ENCLOSURE, AND INSTALL SEPARATE EQUIPMENT GROUNDING CONDUCTOR. ISOLATE EQUIPMENT GROUNDING CONDUCTOR FROM RACEWAY AND FROM PANELBOARD GROUNDING TERMINALS. TERMINATE AT EQUIPMENT GROUNDING-CONDUCTOR TERMINAL OF APPLICABLE DERIVED SYSTEM OR SERVICE, EXCEPT AS OTHERWISE INDICATED.
      d. NONMETALLIC RACEWAYS: INSTALL EQUIPMENT GROUNDING CONDUCTOR IN NONMETALLIC RACEWAYS UNLESS THEY ARE DESIGNATED FOR TELEPHONE OR DATA CABLES.
      e. AIR-DUCT EQUIPMENT CIRCUITS: INSTALL EQUIPMENT GROUNDING CONDUCTOR TO DUCT-MOUNTED ELECTRICAL DEVICES OPERATING AT 120 VOLTS AND ABOVE, INCLUDING AIR CLEANERS AND HEATERS. BOND CONDUCTOR TO EACH UNIT AND TO AIR DUCT.
      f. WATER HEATER, AND HEAT-TRACING CIRCUITS: INSTALL SEPARATE EQUIPMENT GROUNDING CONDUCTOR TO EACH ELECTRIC WATER HEATER, AND HEAT-TRACING ASSEMBLY. BOND CONDUCTOR TO HEATER UNITS, PIPING, CONNECTED EQUIPMENT, AND COMPONENTS.
   2. SEPARATELY DERIVED SYSTEMS: WHERE NEC REQUIRES GROUNDING, GROUND ACCORDING TO NEC PARAGRAPH 250-30.
   3. METAL POLES SUPPORTING OUTDOOR LIGHTING FIXTURES: GROUND POLE TO GROUNDING ELECTRODE IN ADDITION TO SEPARATE EQUIPMENT GROUNDING CONDUCTOR RUN WITH SUPPLY BRANCH CIRCUIT.
   4. PIPING SYSTEMS AND OTHER EQUIPMENT: COMPLY WITH NEC ARTICLE 250 FOR BONDING REQUIREMENTS.
G. INSTALLATION
   1. GROUND ELECTRICAL SYSTEMS AND EQUIPMENT ACCORDING TO NEC REQUIREMENTS, EXCEPT WHERE DRAWINGS OR SPECIFICATIONS EXCEED NEC REQUIREMENTS.
   2. GROUNDING RODS: LOCATE MINIMUM OF 1 ROD LENGTH FROM EACH OTHER AND AT LEAST SAME DISTANCE FROM ANY OTHER GROUNDING ELECTRODE.
      a. DRIVE UNTIL TOPS ARE 2 INCHES (50 MILLIMETERS) BELOW FINISHED FLOOR OR FINAL GRADE, EXCEPT AS OTHERWISE INDICATED.
      b. INTERCONNECT WITH GROUNDING-ELECTRODE CONDUCTORS. USE EXOTHERMIC WELDS, EXCEPT AT TEST WELLS AND AS OTHERWISE INDICATED. MAKE THESE CONNECTIONS WITHOUT DAMAGING COPPER COATING OR EXPOSING STEEL.
   3. GROUNDING CONDUCTORS: ROUTE ALONG SHORTEST AND STRAIGHTEST PATHS POSSIBLE, EXCEPT AS OTHERWISE INDICATED. AVOID OBSTRUCTING ACCESS OR PLACING CONDUCTORS WHERE THEY MAY BE SUBJECTED TO STRAIN, IMPACT, OR DAMAGE.
   4. UNDERGROUND GROUNDING CONDUCTORS: USE BARE TINNED COPPER WIRE. BURY AT LEAST 30 INCHES (600 MILLIMETERS) BELOW GRADE.
   5. METAL WATER SERVICE PIPE: PROVIDE INSULATED COPPER GROUNDING CONDUCTORS, SIZED AS INDICATED, IN CONDUIT, FROM BUILDING'S MAIN SERVICE EQUIPMENT, OR GROUNDING BUS, TO MAIN METAL WATER SERVICE ENTRANCES TO BUILDING. CONNECT GROUNDING CONDUCTORS TO MAIN METAL WATER SERVICE PIPES BY GROUNDING-CLAMP CONNECTORS. WHERE DIELECTRIC MAIN WATER FITTING IS INSTALLED, CONNECT GROUNDING CONDUCTOR TO STREET SIDE OF FITTING. DO NOT INSTALL GROUNDING JUMPER ACROSS DIELECTRIC FITTINGS. BOND GROUNDING-CONDUCTOR CONDUIT TO CONDUCTOR AT EACH END.
   6. WATER METER PIPING: USE BRAIDED-TYPE BONDING JUMPERS TO ELECTRICALLY BYPASS WATER METERS. CONNECT TO PIPE WITH GROUNDING-CLAMP CONNECTORS.
   7. BOND INTERIOR METAL PIPING SYSTEMS AND METAL AIR DUCTS TO EQUIPMENT GROUNDING CONDUCTORS OF ASSOCIATED PUMPS, FANS, BLOWERS, ELECTRIC HEATERS, AND AIR CLEANERS. USE BRAIDED-TYPE BONDING STRAPS.
H. CONNECTIONS
   1. MAKE CONNECTIONS SO POSSIBILITY OF GALVANIC ACTION OR ELECTROLYSIS IS MINIMIZED. SELECT CONNECTORS, CONNECTION HARDWARE, CONDUCTORS, AND CONNECTION METHODS SO METALS IN DIRECT CONTACT WILL BE GALVANICALLY COMPATIBLE.
      a. USE ELECTROPLATED OR HOT-TIN-COATED MATERIALS TO ASSURE HIGH CONDUCTIVITY AND TO MAKE CONTACT POINTS CLOSER IN ORDER OF GALVANIC SERIES.
      b. MAKE CONNECTIONS WITH CLEAN, BARE METAL AT POINTS OF CONTACT.
      c. COAT AND SEAL CONNECTIONS HAVING DISSIMILAR METALS WITH INERT MATERIAL TO PREVENT FUTURE PENETRATION OF MOISTURE TO CONTACT SURFACES.
   2. EXOTHERMIC-WELDED CONNECTIONS: USE FOR CONNECTIONS TO STRUCTURAL STEEL AND FOR UNDERGROUND CONNECTIONS, EXCEPT THOSE AT TEST WELLS. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. WELDS THAT ARE PUFFED UP OR THAT SHOW CONVEX SURFACES INDICATING IMPROPER CLEANING ARE NOT ACCEPTABLE.
   3. EQUIPMENT GROUNDING-WIRE TERMINATIONS: FOR NO. 8 AWG AND LARGER, USE PRESSURE-TYPE GROUNDING LUGS. NO. 10 AWG AND SMALLER GROUNDING CONDUCTORS MAY BE TERMINATED WITH WINGED PRESSURE-TYPE CONNECTORS.
   4. NONCONTACT METAL RACEWAY TERMINATIONS: WHERE METALLIC RACEWAYS TERMINATE AT METAL HOUSINGS WITHOUT MECHANICAL AND ELECTRICAL CONNECTION TO HOUSING, TERMINATE EACH CONDUIT WITH A GROUNDING BUSHING. CONNECT GROUNDING BUSHINGS WITH BARE GROUNDING CONDUCTOR TO GROUNDING BUS OR TERMINAL IN HO

ELECTRICAL SPECIFICATIONS (CONT.)

3. FURNISH, INSTALL, AND GROUT SLEEVE IN EXISTING MASONRY AND NEW CONCRETE WALLS.
4. SLEEVE NOT REQUIRED FOR DRYWALL WALLS OR CORE DRILLED HOLE IN CONCRETE WALL.

B. NON-FIRE RATED INTERIOR WALL AND FLOOR PENETRATIONS: FILL VOID BETWEEN CONDUIT AND SLEEVE, CONCRETE, OR DRYWALL WITH EXPANDING POLYURETHANE FOAM. CAULK BETWEEN CONDUIT AND SLEEVE OR WALL WITH NON-HARDENING CAULK.
C. FIRE RATED INTERIOR WALL AND FLOOR PENETRATIONS: SEAL OPENING AROUND PIPE WITH A UL APPROVED FIRE-STOP SYSTEM HAVING AN F-RATING NOT LESS THAN THE HOURLY RATING OF THE ASSEMBLY BEING PENETRATED.
D. SMOKE WALL PENETRATIONS: CONDUITS OR CABLES PENETRATING PENETRATION SHALL NOT DESTROY THE BARRIER'S INTEGRITY.
E. CONTRACTOR SHALL USE CAUTION PRIOR TO MAKING PENETRATIONS AS TO NOT DISTURB ANY EXISTING UTILITIES THAT MIGHT BE PRESENT IN EXISTING WALLS, CEILINGS OR FLOORS. THIS CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES IN EXISTING WALLS, CEILINGS OR FLOORS.
F. SEAL ALL RACEWAY, CABLE AND CONDUIT PENETRATIONS THROUGH ALL WALLS IN THE ELECTRICAL ROOM(S).

26 05 53 IDENTIFICATION FOR ELECTRICAL SYSTEMS

A. ENGRAVED LABELS: ENGRAVED 3-LAYER PHENOLIC LABEL WITH BLACK LETTERS ON WHITE MATERIAL, UNLESS OTHER COLORS ARE CALLED OUT ON THE DRAWINGS OR DETAILS. LABELS MINIMUM 3/4" HIGH AND 3" LONG. LABELS MAY BE ATTACHED WITH DOUBLE BACKED ADHESIVE TAPE UNLESS INDICATED OTHERWISE. LABELS REQUIRED AT:
   1. PANELBOARDS:
      a. MOUNT IDENTIFICATION LABEL AT THE TOP OF THE FRONT COVER. MOUNT ON THE INSIDE OF DOOR FOR RECESSED PANELBOARDS.
      b. FAULT CURRENT AMPERE RATING
      c. "FED FROM" LABEL
   2. TRANSFORMERS:
      a. TRANSFORMER IDENTIFICATION
      b. LABEL EQUIPMENT THAT IT SERVES.
      c. "FED FROM" LABEL
   3. DISCONNECTS:
      a. LABEL EQUIPMENT THAT IT SERVES.
      b. "FED FROM" LABEL.
   4. LIGHTING CONTACTOR:
      a. MOUNT IDENTIFICATION LABEL AT THE TOP OF THE FRONT COVER.
      b. PROVIDE "CIRCUITS CONTROLLED ARE FED FROM" LABEL.
B. PROVIDE TYPEWRITTEN DIRECTORY ACCURATELY INDICATING ROOMS AND/OR EQUIPMENT BEING SERVED AT THE FOLLOWING LOCATIONS:
   1. PANELBOARDS
C. PROVIDE ARC-FAULT LABELS ON ALL SWITCHBOARDS, DISTRIBUTION PANELS, PANELBOARDS, MOTOR CONTROL CENTERS, DISCONNECTS AND STARTERS.
   1. LABEL SHALL MEET THE MOST CURRENT NFPA 70E REQUIREMENTS
   2. PROVIDE COLORED LABELS. VERIFY LABEL TYPE IS ACCEPTABLE TO THE OWNER'S REPRESENTATIVE PRIOR TO FURNISHING.
D. PROVIDE TYPE-WRITTEN LABEL WITH 1/8" BLACK LETTERING ON CLEAR MATERIAL INDICATING CIRCUIT AND PANEL THAT THE DEVICE IS FED FROM FOR ALL RECEPTACLES AND SWITCHES.
E. PROVIDE ALL CODE REQUIRED LABELS.
F. MANUFACTURER'S STANDARD FINISH.

26 10 10 ELECTRIC PIPE TRACING:

A. HEAT TRACE SYSTEM IS DESIGN BUILD. CONTRACTOR SHALL DETERMINE FINAL HEAT TRACE CIRCUITS LENGTHS BASED ON FIELD MEASUREMENTS OF INSTALLED PIPING. INDIVIDUAL HEAT TRACE CIRCUIT SHALL NOT EXCEED A 20AMP CAPACITY. IF THE PIPE RUN IS LONG ENOUGH TO EXCEED A 20AMP CAPACITY, ADDITIONAL SYSTEMS SHALL BE INSTALLED ALONG THE PIPE RUN.
   1. NOTIFY ENGINEER IF ADDITIONAL BREAKERS ARE REQURIED TO FEED HEAT TRACE.
   2. COORDINATE LOCATION OF HEAT TRACE JUNCTION BOXES WITH OWNER.
B. MANUFACTURER'S
   1. RAYCHEM
   2. OR APPROVED EQUAL
C. HEAT TRACE CABLE
   1. VOLTAGE: 120 VOLTS, 60 HERTZ, 1 PHASE AS SHOWN ON DRAWINGS FOR ELECTRICAL CONNECTION.
   2. PARALLEL DESIGN, CURRENT FLOW ACROSS CABLE.
   3. HEAT OUTPUT/FOOT CONSTANT, INDEPENDENT OF LENGTH.
   4. CAPABLE OF OVERLAPPING WITHOUT CREATION OF HOT SPOTS.
   5. CAPABLE OF BEING CUT TO ANY LENGTH IN FIELD.
   6. SELF REGULATING HEAT OUTPUT.
   7. BRAIDED METALLIC SHIELD.
   8. OUTER PLASTIC JACKET.
   9. PROVIDE MANUFACTURERS STANDARD POWER CONNECTIONS, END SEALS, SPLICE AND TEE KIT
   10. PROVIDE PROPER FITTINGS AND APPURTENANCES FOR FIELD CONNECTION OF SYSTEM TO CONDUIT AND WIRING WITHOUT NEED FOR PROCUREMENT OF SPECIAL FITTINGS OR WIRING DEVICES.
D. SELF REGULATING HEAT TRACE SYSTEM
   1. HEAT TRACE SYSTEM SHALL BE USED TO FREEZE PROTECT CONDENSATE DISCHARGE.
   2. CONDENSATE DISCHARGE LINES SHALL BE MAXIMUM 2-INCH DIAMETER PVC DRAIN PIPES
   3. HEAT TRACE SHALL BE 5BTV2-CT TYPE AS MANUFACTURED BY RAYCHEM OR EQUAL
   4. PROVIDE TERMINATION EQUIPMENT AS REQUIRED FOR HEAT TRACE CABLE CONNECTION TO POWER CIRCUIT. HEAT TRACE JUNCTION BOX STRUCTURE SHALL BE RATED NEMA 4X.
E. INSTALLATION METHOD
   1. POWER ADEQUATE WRAPS OF HEAT TRACE PRODUCT TO MAINTAIN 40 DEGREE FARNEHEIT WITH AN AMBIENT FREEZER TEMPERATURE OF 0 DEGREES FARNEHEIT.
   2. HEAT TRACE SHALL BE SECURED DIRECTLY TO PIPE USING ALUMINUM FOIL TAPE.
   3. PROVIDE CONDUIT FITTING AND SEALS AS REQUIRED TO PROVIDE A NEMA 4X INSTALLATION
   4. ROUTE HEAT TRACE ALONG ALL EXPOSED CONDENSATE DRAIN PIPING ON HVAC EQUIPMENT AS SHOWN ON DRAWINGS. COORDINATE EXACT LENGTH WITH SUPPLIER INSTALLATION DRAWINGS
F. EXAMINE FINAL INSTALLATION FOR DAMAGE AND DEFECTS IN WORKMANSHIP PRIOR TO STARTUP AND INSTALLATION OF INSULATION.
G. PRIOR TO AND AFTER INSTALLATION OF INSULATION, EACH PIPE TRACING SYSTEM SHALL BE MEGGER TESTED. MINIMUM INSULATION RESISTANCE SHALL BE 20 MEGOHMS REGARDLESS OF CIRCUIT LENGTH. BOTH BUS WIRES SHALL BE TESTED TO VERIFY THE CONNECTION OF ALL SPLICES AND TEES. MEGGER TEST PIPE TRACING SYSTEM IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

26 22 00 LOW VOLTAGE TRANSFORMERS (600V AND LESS)

A. MANUFACTURERS
   1. SQUARE D.
   2. CUTLER-HAMMER
B. TRANSFORMER CRITERIA:
   1. UL LISTED AND CONFORM TO REQUIREMENTS OF ANSI/NFPA 70.
   2. PRIMARY AND SECONDARY WINDINGS: COPPER
   3. EFFICIENCY SHALL MEET OR EXCEED DEPARTMENT OF ENERGY STANDARDS.
   4. RATE OF RISE: 150 DEGREE C TEMPERATURE RISE ABOVE 40 DEGREE C AMBIENT.
   5. INSULATION CLASS: 220 DEGREES CELSIUS CLASS 115 DEGREES CELSIUS MAXIMUM RISE ABOVE 40 DEGREES CELSIUS FOR TRANSFORMERS 15 KILOVOLTAMPS (KVA) OR SMALLER; 220 DEGREES CELSIUS CLASS 80 DEGREES CELSIUS MAXIMUM RISE ABOVE 40 DEGREES CELSIUS FOR TRANSFORMERS LARGER THAN 15 KVA.
   6. MAXIMUM IMPEDANCE: 5.75%.
   7. NUMBER OF TAPS: MANUFACTURER'S STANDARD
C. MOUNTING
   1. SUITABLE FOR TRAPEZE AND WALL BRACKET MOUNTING.
   2. PROVIDE ALL NECESSARY MOUNTING HARDWARE, BRACKETS, AND RODS FOR INSTALLING TRANSFORMERS.
D. MANUFACTURER'S STANDARD PAINT OVER CORROSION-RESISTANT PRETREATMENT AND PRIMER.
E. PROVIDE SPRING PRESSURE CONNECTIONS. CUPPED OR SLIT WASHERS ARE ACCEPTABLE. PROVIDE ANTI-OXIDIZING AGENTS ON TERMINATIONS.
F. PROVIDE LUGS RATED FOR COPPER CONDUCTORS. LUGS SHALL BE EITHER SILVER OR TIN PLATED.
G. FIELD QUALITY CONTROL
   1. TESTING: PERFORM FIELD QUALITY-CONTROL TESTING.
      a. TESTS: INCLUDE FOLLOWING MINIMUM INSPECTIONS AND TESTS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. COMPLY WITH IEEE C57.12.91 FOR TEST METHODS AND DATA CORRECTION FACTORS.
         1). INSPECT ACCESSIBLE COMPONENTS FOR CLEANLINESS, MECHANICAL AND ELECTRICAL INTEGRITY, AND DAMAGE OR DETERIORATION. VERIFY THAT TEMPORARY SHIPPING BRACING HAS BEEN REMOVED. INCLUDE INTERNAL INSPECTION THROUGH ACCESS PANELS AND COVERS.
         2). INSPECT BOLTED ELECTRICAL CONNECTIONS FOR TIGHTNESS ACCORDING TO MANUFACTURER'S PUBLISHED TORQUE VALUES OR, IF NOT AVAILABLE, THOSE SPECIFIED IN UL 486A.
         3). INSULATION RESISTANCE: PERFORM MEGOHMMETER TESTS OF PRIMARY AND SECONDARY WINDING TO WINDING AND WINDING TO GROUND.
            a). MINIMUM TEST VOLTAGE: 1000 VOLTS, DIRECT CURRENT (DC).
            b). MINIMUM INSULATION RESISTANCE: 500 MEGOHMS.
            c). DURATION OF EACH TEST: 10 MINUTES.
            d). TEMPERATURE CORRECTION: CORRECT RESULTS FOR TEST TEMPERATURE DEVIATION FROM 20 DEGREES CELSIUS STANDARD.
      b. TEST FAILURES: COMPARE TEST RESULTS WITH SPECIFIED PERFORMANCE OR MANUFACTURER'S DATA. CORRECT DEFICIENCIES IDENTIFIED BY TESTS AND RETEST. VERIFY THAT TRANSFORMERS MEET SPECIFIED REQUIREMENTS.
   2. ADJUST TRANSFORMER TAPS AND CONNECTIONS TO PROVIDE OPTIMUM VOLTAGE CONDITIONS AT UTILIZATION EQUIPMENT THROUGHOUT NORMAL OPERATING CYCLE OF FACILITY. RECORD PRIMARY AND SECONDARY VOLTAGES AND TAP SETTIGNS OR CONNECTIONS AND SUBMIT WITH TEST RESULTS.

26 24 16 PANELBOARDS

A. MANUFACTURER
   1. EATON CUTLER HAMMER
   2. SQUARE D
B. CABINET
   1. NEMA 1 CABINET, OR AS LISTED IN PANEL SCHEDULES, CODE GAUGE STEEL CONSISTING OF A BOX WITH A REMOVABLE FRONT WITH HINGED DOOR AND LATCH.
   2. FABRICATE WITH STRAIGHT EDGES AND SQUARE CORNERS.
   3. BOXES SHALL BE MINIMUM 20" WIDE.
   4. MANUFACTURER'S STANDARD FINISH, PRIME COAT AND BAKED ENAMEL FINISH.
   5. RECESSED DOUBLE TUB PANELBOARDS SHALL HAVE TUBS OF THE SAME HEIGHT.
C. PROVIDE A NAMEPLATE LISTING OF THE PANEL TYPE AND NUMBER OF PROTECTIVE AND SWITCHING DEVICES AND RATINGS.
D. BUS BARS FOR THE MAINS SHALL BE COPPER SIZED IN ACCORDANCE WITH UL STANDARDS. INCLUDE FULL SIZE NEUTRAL BARS UNLESS OTHERWISE NOTED. PROVIDE GROUND BUS.
E. NEUTRAL BUSSING SHALL HAVE ONE LUG FOR EVERY BRANCH CIRCUIT THAT THE PANELBOARD IS CAPABLE OF SUPPORTING.
F. BUS SPACES FOR FUTURE SWITCHING AND PROTECTIVE DEVICES FOR THE MAXIMUM DEVICES AND SWITCHES THAT THE PANELBOARD CAN ACCOMMODATE.
G. AS A MINIMUM, BREAKERS AND SWITCHES SHALL HAVE THE SAME FAULT CURRENT RATING AS THE BOARD. SERIES RATING NOT ACCEPTABLE.
H. CIRCUIT BREAKERS:
   1. UNLESS INDICATED OTHERWISE, CIRCUIT BREAKERS SHALL BE PLUG-ON, INDIVIDUALLY REPLACEABLE, THERMAL-MAGNETIC, AUTOMATIC FREE TRIPPING, SEPARATELY INDICATING "ON", "TRIPPED", AND "OFF", AMBIENT COMPENSATED AT 40 DEGREES C., SINGLE, DOUBLE, OR TRIPLE POLE, AS REQUIRED BY THE PANEL SCHEDULES.
   2. CIRCUIT BREAKERS INDICATED AS MULTIPLE POLE SHALL BE COMMON TRIP.
   3. SHUNT TRIP BREAKERS SHALL HAVE INTEGRAL RELAYS.
I. METERING
   1. MICROPROCESSOR BASED MULTIFUNCTION DIGITAL-METERING MONITOR UNIT SUITABLE FOR THREE- OR FOUR-WIRE SYSTEMS.
   2. MANUFACTURER / MODEL NUMBER
      a. SQUARE D, PM8000 SERIES
      b. CUTLER HAMMER, PXM4000 SERIES
   3. SWITCH-SELECTABLE DIGITAL DISPLAY OF THE FOLLOWING VALUES WITH MAXIMUM ACCURACY TOLERANCES AS INDICATED:
      a. PHASE CURRENTS, EACH PHASE: PLUS OR MINUS 1 PERCENT.
      b. PHASE-TO-PHASE VOLTAGES, THREE PHASE: PLUS OR MINUS 1 PERCENT.
      c. PHASE-TO-NEUTRAL VOLTAGES, THREE PHASE: PLUS OR MINUS 1 PERCENT.
      d. MEGAWATTS: PLUS OR MINUS 2 PERCENT.
      e. MEGAVARS: PLUS OR MINUS 2 PERCENT.
      f. POWER FACTOR: PLUS OR MINUS 2 PERCENT.
      g. FREQUENCY: PLUS OR MINUS 0.5 PERCENT.
      h. MEGAWATT DEMAND: PLUS OR MINUS 2 PERCENT DEMAND INTERVAL PROGRAMMABLE FROM 5 TO 60 MINUTES.
      i. ACCUMULATED ENERGY, MEGAWATT HOURS: PLUS OR MINUS 2 PERCENT. ACCUMULATED VALUES UNAFFECTED BY POWER OUTAGES UP TO 72 HOURS.
   4. METER, DISPLAY AND CONTROL UNIT SHALL BE PROVIDED IN A SEPARATELY MOUNTED ENCLOSURE ADJACENT THE MAIN SERVICE DISCONNECT.
   5. ELECTRONIC CIRCUIT MONITORS SHALL PROVIDE TRUE RMS METERED VALUES. INFORMATION PROVIDED BY EACH CIRCUIT MONITOR SHALL INCLUDE FREQUENCY, CURRENT, DEMAND CURRENT, VOLTAGE, REAL POWER, REACTIVE POWER, APPARENT POWER, DEMAND POWER, POWER FACTOR, ACCUMULATED ENERGY, ACCUMULATED REACTIVE ENERGY, AND TOTAL HARMONIC DISTORTION (THD) OF EACH CURRENT AND VOLTAGE, ALL UPDATED AT THE SAME TIME.
   6. DIGITALLY SAMPLE THE CURRENT AND VOLTAGE SIGNALS AT A RATE HIGH ENOUGH TO PROVIDE VALID DATA FOR WAVEFORM ANALYSIS AND TRUE-RMS METERING ACCURATE BEYOND THE 30TH HARMONIC (FUNDAMENTAL OF 60 HZ).
   7. STORE SETUP PARAMETERS REQUIRED BY THE CIRCUIT MONITORS IN NONVOLATILE MEMORY AND RETAIN IN THE EVENT OF A CONTROL POWER INTERRUPTION. ANY BATTERY OR OTHER DEVICE USED TO PROVIDE NON-VOLATILE MEMORY SHALL BE SERVICEABLE FROM THE FRONT OF THE CIRCUIT MONITOR AND SERVICING SHALL NOT REQUIRE REMOVING THE CIRCUIT MONITOR FROM THE EQUIPMENT.
   8. THE CIRCUIT MONITOR SHALL MAINTAIN IN NON-VOLATILE MEMORY, MAXIMUM AND MINIMUM VALUES FOR EACH OF THE INSTANTANEOUS VALUES REPORTED AS WELL AS THE TIME AND DATE THAT THE MINIMUM OR MAXIMUM WAS SET.
   9. WEB ENABLED POWER DISTRIBUTION EQUIPMENT WITH INTEGRAL ETHERNET INTERFACE AND EMBEDDED WEB SERVER WITH FACTORY CONFIGURED WEB PAGES FOR VIEWING OF POWER MONITORING DATA AND EQUIPMENT STATUS FROM CONNECTED DEVICES.
      a. WEB SERVER SHALL PROVIDE THE USER WITH REMOTE WEB ACCESS TO ALL THE METERED AND TREND INFORMATION.
      b. WEB SERVER SHALL INCLUDE REAL TIME MONITORED INFORMATION IN BOTH NUMERIC AND GRAPHICAL VISUAL FORMATS.
   10. PROVIDE APPROPRIATELY SIZED SPLIT RING STYLE CURRENT TRANSFORMERS (CT) ON THE LOAD SIDE OF THE MAIN DISCONNECT DEVICE. CTS SHALL BE SIZE SUCH THAT THE SERVICE ENTRANCE RATING IS BETWEEN 70% - 100% OF CT MAXIMUM RATING

26 27 26 WIRING DEVICES

A. MANUFACTURERS: COOPER, HUBBELL, LEVITON AND PASS & SEYMOUR.
B. COLOR
   1. SWITCH AND RECEPTACLE COLORS SHALL BE WHITE.
   2. COVER PLATE COLORS SHALL BE WHITE.
C. WALL SWITCHES:
   1. 20-AMPERE HUBBELL 1221 SINGLE POLE, 1223 THREE-WAY AND 1224 FOUR-WAY.
   2. SEE LEGEND FOR MOUNTING HEIGHTS.
   3. PROVIDE PILOT LIGHT SWITCHES WHERE INDICATED.
D. DIMMERS:
   1. 20 AMPERE SLIDE DIMMER WITH INTEGRAL ON/OFF SWITCH. DIMMER SHALL BE RATED FOR AN LED LOAD OF 1200 WATTS MINIMUM, UNLESS NOTED OTHERWISE.
   2. FOR LED DIMMING LOADS GREATER THAT 1200W PROVIDE LEVITON AWSMT-7DW OR APPROVED EQUIVALENT. PROVIDE COLOR CHANGE KIT AS NECESSARY TO MEET DEVICE COLOR SPECIFICATIONS.
   3. DIMMERS RATED OVER 1200W SHALL NOT BE MULTI-GANGED. INSTALL PER MANUFACTURERS INSTALLATION INSTRUCTIONS.
   4. CONTRACTOR SHALL VERIFY WITH THEIR SUPPLIER(S) ALL DIMMERS AND DIMMABLE FIXTURES ARE 100% COMPATIBLE.
E. RECEPTACLES:
   1. DUPLEX GROUNDED RECEPTACLES, 20 AMPERE SPECIFICATION GRADE, HUBBELL 5362.
   2. GFCI RECEPTACLES: 20-AMPERE HUBBELL SPECIFICATION GRADE WITH LOCK OUT CAPABILITY UPON GFCI FAILURE.
   3. USB CHARGER DUPLEX RECEPTACLE, 20 AMPERE WITH 2 USB 3 AMP CHARGING PORTS, LEVITON T5832.
   4. EXTERIOR RECEPTACLES SHALL BE MARKED "WEATHER-RESISTANT" PER NEC.
   5. SEE LEGEND FOR MOUNTING HEIGHTS.
   6. REVIEW RECEPTACLE LAYOUT WITH OWNER PRIOR TO ROUGH-IN.
   7. VERIFY ACTUAL LOCATION OF EQUIPMENT WITH OWNER PRIOR TO ROUGH-IN.
   8. MAKE CONNECTIONS THROUGH THE USE OF PIG-TAILS.
F. COVER PLATES
   1. INTERIOR: SMOOTH NYLON MATERIAL.
   2. MECHANICAL EQUIPMENT ROOM: STEEL.
   3. EXTERIOR: WEATHER-PROOF, GASKETED, LIFT COVER. RECEPTACLE COVER SHALL ALLOW CONTINUED USE WHEN COVER IS CLOSED.
G. BLANK, TELEVISION AND TELEPHONE OUTLETS: 4" SQUARE EXTRA DEEP BOX, SINGLE GANG RING AND BLANK COVER PLATE. PROVIDE CONDUIT FROM EACH BOX INTO AN ACCESSIBLE SPACE. TERMINATE CONDUIT WITH INSULATED CONNECTORS ON BOTH ENDS.

26 27 27 OCCUPANCY SENSORS / VACANCY SENSORS

A. MANUFACTURERS: COOPER, HUBBELL, LEVITON, SENSOR SWITCH, & THE WATT STOPPER.
   1. COLOR:
      a. WALL MOUNTED SENSORS SHALL BE THE SAME COLOR AS WIRING DEVICES. REFERENCE SPECIFICATION SECTION 26 27 26.
      b. CEILING MOUNTED SENSORS SHALL MATCH COLOR OF CEILING
   2. SHALL BE FROM THE SAME MANUFACTURER AS THE WIRING DEVICES.
B. SENSOR TECHNOLOGY
   1. ULTRASONIC (US).
      a. RESTROOMS
      b. HALLWAYS
   2. PASSIVE INFRARED (PIR).
      a. STORAGE ROOMS
      b. WAREHOUSES
   3. DUAL TECHNOLOGY (PASSIVE INFRARED & ULTRASONIC)
      a. OFFICES
      b. CONFERENCE ROOMS
      c. CLASSROOMS
      d. OTHER SPACES
C. SENSOR PERFORMANCE
   1. INFRARED:
      a. UTILIZE MULTIPLE SEGMENTED LENS, WITH INTERNAL GROOVES TO ELIMINATE DUST AND RESIDUE BUILD-UP.
   2. ULTRASONIC:
      a. UTILIZE AN OPERATING FREQUENCY OF 32 KHZ OR 40 KHZ THAT SHALL BE CRYSTAL CONTROLLED TO OPERATE WITHIN PLUS OR MINUS 0.005% TOLERANCE. UTILIZE DOPPLER SHIFT ULTRASONIC DETECTION TECHNOLOGY.
   3. DUAL TECHNOLOGY:
      a. UTILIZE MULTIPLE SEGMENTED LENS, WITH INTERNAL GROOVES TO ELIMINATE DUST AND RESIDUE BUILD-UP.
      b. UTILIZE AN OPERATING FREQUENCY OF 32 KHZ OR 40 KHZ THAT SHALL BE CRYSTAL CONTROLLED TO OPERATE WITHIN PLUS OR MINUS 0.005% TOLERANCE.
      c. INCORPORATE DOPPLER SHIFT ULTRASONIC AND PASSIVE INFRARED MOTION DETECTION TECHNOLOGIES. PRODUCTS THAT REACT TO NOISE OR AMBIENT SOUND SHALL NOT BE CONSIDERED.
   4. SENSOR DEVICES SHALL HAVE EITHER INTEGRAL DUAL RELAYS OR CONTROL SEPARATE DUAL RELAY POWER PACKS TO ACHIEVE DUAL LEVEL LIGHTING WHEN DUAL LEVEL CONTROL IS INDICATED.
   5. INTEGRAL ADJUSTABLE LIGHT LEVEL SENSOR WITH CAPACITY TO CONTROL ONE OR MORE RELAY WHEN THE SELECTED ADEQUATE DAYLIGHT IS PRESENT.
   6. UTILIZE ZERO CROSSING CIRCUITRY WHICH INCREASES RELAY LIFE AND SENSORS LONGEVITY.
   7. SHOULD POWER BE INTERRUPTED AND SUBSEQUENTLY RESTORED, SETTINGS AND PARAMETERS SAVED IN PROTECTED MEMORY SHALL NOT BE LOST.
   8. SENSORS SHALL BE SIZED FOR THE ROOM THEY SERVE BY MANUFACTURER'S VENDOR OR COVER 1,500 SQUARE FEET WITH STANDARD LENS AND UP TO 90 LINEAR FEET WITH LONG RANGE LENS FOR WALKING MOTION WHEN MOUNTED AT A CEILING HEIGHT OF 12 FEET.
   9. INDEPENDENT SENSITIVITY ADJUSTMENTS AND LED DISPLAY FOR EACH SENSING TECHNOLOGY.
   10. SENSOR SHALL HAVE STANDARD 5 YEAR WARRANTY AND BE UL LISTED.
D. CONTROL STRATEGIES
   1. AUTOMATIC CONTROLS SHALL BE MANUAL ON, OR SHALL TURN ON NOT MORE THAN 50% OF THE OF THE CONTROLLED LAMPS WITH THE REMAINING LAMPS BEING CONTROLLED MANUALLY.
      a. EXCEPTION: PUBLIC CORRIDORS, STAIRWAYS, RESTROOMS, PRIMARY ENTRANCES AND LOBBIES SHALL HAVE FULL ON AUTOMATIC CONTROLS.
   2. AUTOMATIC CONTROLS SHALL TURN LIGHTS OFF WITHIN 30 MINUTES OF ALL OCCUPANTS LEAVING THE SPACE.
   3. RETRIGGER TIME DELAY: ONLY ONE MOTION IS NECESSARY TO TURN ON THE LIGHTS WITHIN 5 SECONDS AFTER TURNING OFF.
   4. E.C. SHALL INCLUDE TIME IN HIS BID TO WORK WITH THE OWNER AND MANUFACTURER TO DETERMINE THE PROPER TIME AND SENSOR SETTINGS FOR EACH SENSOR IN THE SPACES IN WHICH THEY OPERATE. INCLUDE TIME IN BID TO HAVE THE MANUFACTURER'S REPRESENTATIVE ON SITE AND REVIEW THE JOB TO DETERMINE WHAT THE EXPECTED EQUIPMENT SETTINGS SHOULD BE.

26 28 16 ENCLOSED DISCONNECT SWITCHES

A. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, ARTICLE 100, BY A TESTING AGENCY ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION, AND MARKED FOR INTENDED USE.
B. NONFUSIBLE SWITCH: TYPE GD WITH LOCKABLE HANDLE.
C. FUSIBLE SWITCH: TYPE HD WITH CLIPS TO ACCOMMODATE FUSES. HANDLE LOCKABLE IN OPEN AND CLOSED POSITION. HANDLE INTERLOCKED WITH COVER IN CLOSED POSITION WITH INTERLOCK BYPASS.
D. ENCLOSURES: NEMA AB 1 AND NEMA KS 1 TO MEET ENVIRONMENTAL CONDITIONS OF INSTALLED LOCATION.
   1. OUTDOOR LOCATIONS: NEMA 250 TYPE 3R.
   2. OTHER WET OR DAMP INDOOR LOCATIONS: NEMA 250 TYPE 4.
E. MANUFACTURER'S STANDARD PRIME-COAT FINISH READY FOR FIELD PAINTING.
F. LABEL EACH ENCLOSURE WITH ENGRAVED METAL OR LAMINATED-PLASTIC NAMEPLATE MOUNTED WITH CORROSION-RESISTANT SCREWS.
G. INSTALL EQUIPMENT GROUNDING CONNECTIONS FOR SWITCHES AND CIRCUIT BREAKERS WITH GROUND CONTINUITY TO MAIN ELECTRICAL GROUND BUS.
H. DEMONSTRATE PRODUCT CAPABILITY AND COMPLIANCE WITH REQUIREMENTS AFTER INSTALLATION AND AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED.
   1. PERFORM VISUAL AND MECHANICAL INSPECTION AND ELECTRICAL TEST. CERTIFY COMPLIANCE WITH TEST PARAMETERS.
   2. CORRECT MALFUNCTIONING UNITS, ON-SITE WHERE POSSIBLE, AND RETEST TO DEMONSTRATE COMPLIANCE.

26 43 13 SURGE PROTECTION DEVICE

A. ACCEPTABLE MANUFACTURERS: APT, CUTLER HAMMER, CURRENT TECHNOLOGIES, LIEBERT, SQUARE D.
B. PROVIDE SURGE PROTECTION DEVICE, EXTERNALLY MOUNTED, FOR MAINBOARD(S) AND PANELBOARD(S) DESIGNATED ON THE ONELINE DIAGRAM. PROVIDE 60-AMP FEEDS FOR THE MAINBOARDS AND 30-AMP FEEDS FOR THE PANELBOARDS.
C. LENGTH OF CONDUCTORS FEEDING FREE STANDING UNITS EXCEEDING 3-FEET IN LENGTH SHALL BE INCREASED TWO CONDUCTOR SIZES AND SHALL NOT EXCEED 6-FEET.
D. SHOP DRAWING SUBMITTAL: PROVIDE A UL COMPLIANCE LETTER, OR A COPY OF LISTING CLASSIFICATION PAGE FROM THE UL ENGINEERING FILE.
E. UL 1449 THIRD EDITION, 1283 LISTED, AND IEEE C62.45 LISTED, MINIMUM 5 YEAR WARRANTY, REPLACEABLE MODULES. THE UNIT SHALL BE UL LISTED AND CARRY THE UL LABEL.
F. UNITS SHALL BE FREE STANDING.
G. EACH METAL OXIDE VARISTORS (MOV) SHALL BE INDIVIDUALLY FUSED OR SURGE RATED FUSES AND THERMAL CUTOUTS COORDINATED TO THE MOV FAILURE MODE CHARACTERISTICS SHALL BE PROVIDED.
H. THE UNIT SHALL BE UL 1283 LISTED AS AN ELECTROMAGNETIC INTERFERENCE FILTER.
I. FRONT PANEL ALARM WITH TEST SILENCE SWITCH.
J. OPERATIONAL INDICATORS TO INDICATE "CIRCUIT OPERATIONAL", "REDUCED PROTECTION", "LOSS OF PROTECTION".
K. THE SURGE PROTECTION DEVICE SHALL MAINTAIN MECHANICAL INTEGRITY DURING FAILURE MODE CONDITIONS.
L. MAINBOARD SURGE PROTECTION
   1. CAPABLE OF SURVIVING MORE THAN 12,000 CATEGORY C3 TRANSIENTS WITHOUT FAILURE OR DEGRADATION OF UL 1449 SUPPRESSION VOLTAGE RATING.
   2. SUITABLE FOR IEEE C62.41 CATEGORY C3 ENVIRONMENTS.
   3. PARALLEL CONNECTED FOR C3 APPLICATIONS.
   4. MINIMUM SURGE CAPACITY: 240KA/PHASE. L-N: 120KA. L-G: 120KA. N-G: 120KA.
M. PANELBOARD SURGE PROTECTION
   1. CAPABLE OF SURVIVING MORE THAN 3,000 CATEGORY C1 TRANSIENTS WITHOUT FAILURE OR DEGRADATION OF UL 1449 SUPPRESSION VOLTAGE RATING.
   2. SUITABLE FOR IEEE C62.41 CATEGORY C1 ENVIRONMENTS.
   3. PARALLEL CONNECTED FOR C1 APPLICATIONS.
   4. MINIMUM SURGE CAPACITY: 120KA/PHASE. L-N: 60KA. L-G: 60KA. N-G: 60KA.

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2143080

SHEET NUMBER
E0.2

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ELECTRICAL SPECIFICATIONS (CONT.)

DIVISION 27 COMMUNICATIONS

27 05 01 GENERAL COMMUNICATIONS REQUIREMENTS

A. SCOPE OF WORK:
1. THE FOLLOWING SECTION SHALL PROVIDE THE INFORMATION REQUIRED FOR UNIFORM DESIGN, CONSTRUCTION AND INSTALLATION OF THE EQUIPMENT AT THIS FACILITY. IT IS NOT THE INTENT OF THIS SECTION TO COMPLETELY SPECIFY ALL DETAILS OF DESIGN, CONSTRUCTION AND INSTALLATION; NEVERTHELESS, EQUIPMENT SHALL IN ALL RESPECTS CONFORM TO THE HIGHEST STANDARDS OF ENGINEERING, DESIGN AND WORKMANSHIP.

B. QUALITY ASSURANCE:
1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO KNOW ALL APPLICABLE CODES AND ENSURE THAT ALL WORK AND EQUIPMENT MEETS OR EXCEEDS APPLICABLE NATIONAL STANDARDS, INCLUDING:
   a. THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
   b. THE INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
   c. THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
   d. THE NATIONAL ELECTRICAL CODE (NEC)
   e. THE NATIONAL ELECTRICAL SAFETY CODE (NESC)
   f. THE UNDERWRITERS' LABORATORIES, INC. (UL).
   g. COMPLY WITH NFPA 70.
2. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES:
   a. LISTED AND LABELED AS DEFINED IN NFPA 70, ARTICLE 100, BY A TESTING AGENCY ACCEPTABLE TO AHJ'S, AND MARKED FOR INTENDED USE.
   b. COMPLY WITH TIA-568-C SERIES OF TELECOMMUNICATION STANDARDS:
      1) SECTIONS REQUIRING TESTING OF COPPER CABLE:
         A) CONTRACTOR SHALL FIELD-VERIFY EACH CABLE AND ITS TERMINATIONS IAW TIA-568-C.2 — BALANCED TWISTED-PAIR TELECOMMUNICATION CABLING AND COMPONENTS STANDARD. THREE COPIES OF THIS REPORT SHALL BE PROVIDED TO THE OWNER AS PART OF RECORD DRAWINGS.
      2) SECTIONS THAT REQUIRE OPTICAL FIBER CABLING AND COMPONENTS:
         A) CONTRACTOR SHALL FIELD-VERIFY ALL COMPONENTS AND COMPLY WITH TIA-568-C.3 — OPTICAL FIBER CABLING COMPONENTS STANDARD. THREE COPIES OF THIS REPORT SHALL BE PROVIDED TO THE OWNER AS PART OF RECORD DRAWINGS
   c. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE ALL ELECTRICAL CONSTRUCTION AND MATERIALS PROVIDED MEETS SEISMIC ZONE C STANDARDS FOR THE PLANT LOCATION WHERE PROJECT IS BEING IMPLEMENTED.
   d. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO KNOW ALL APPLICABLE CODES AND ENSURE THAT ALL WORK AND EQUIPMENT MEETS OR EXCEEDS ALL APPLICABLE STATE AND CITY ELECTRICAL CODES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE PROPER LICENSED PERSONNEL TO PERFORM ANY WORK AT OWNER FACILITIES BASED UPON STATE AND LOCAL CODES.
   e. ALL ELECTRICAL WORK WILL REQUIRE INSPECTIONS BY THE LOCAL GOVERNING AGENCIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUIRE ALL NECESSARY PERMITS, AND PROVIDE SCHEDULING AND REPRESENTATION DURING INSPECTION.
   f. COORDINATE THE FEATURES OF MATERIALS AND EQUIPMENT SO THEY FORM AN INTEGRATED SYSTEM. MATCH COMPONENTS AND INTERCONNECTIONS FOR OPTIMUM FUTURE PERFORMANCE.

C. GENERAL REQUIREMENTS:
1. OWNER FURNISHED EQUIPMENT:
   a. WHEN REQUIRED TO INSTALL OFE, CONTRACTOR SHALL ENSURE COMPLIANCE WITH THE SECTION SPECIFICATION AND NOTIFY OWNER IF EQUIPMENT FURNISHED BY OWNER IS INSUFFICIENT OR WILL NOT ALLOW COMPLIANCE.
   b. ANY SUBSTITUTED EQUIPMENT SPECIFIED HEREIN TO BE OFE INSTALLED BY CONTRACTOR THAT IS NOT A PRE-APPROVED SUBSTITUTION, SHALL BE REMOVED AND REPLACED BY CONTRACTOR WITH THE APPROVED OFE COMPONENT WITHOUT COST TO OWNER.
2. CORPORATE NETWORK CONNECTIONS:
   a. THE CORPORATE NETWORK UTILIZES A FIBER OPTIC BACKBONE BETWEEN MDF AND IDF ROOMS. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT INSTALLED NETWORK DEVICES HAVE THE PROPER CONVERTERS OR COORDINATE THE FURNISHING OF REQUIRED INFRASTRUCTURE WITH IT DEPARTMENT.
   b. FOR SYSTEM INSTALLATIONS WHERE INSTALLED COMPONENTS REQUIRE THE USE OF THE CORPORATE NETWORK, CONTRACTOR SHALL LIST ALL NETWORK ENABLED DEVICES, INCLUDING MAC ADDRESSES, STATIC / DYNAMIC ADDRESS REQUIREMENTS TO THE IT DEPARTMENT BEFORE CONNECTING DEVICES TO THE NETWORK.
3. SUBMITTALS:
   a. SHOP DRAWINGS:
      1) SHOP DRAWINGS SHALL INCLUDE, BUT ARE NOT LIMITED TO:
         A) DIMENSIONED PLAN AND ELEVATION VIEWS OF COMPONENTS.
         B) ACCESS AND WORKSPACE REQUIREMENTS AND SYSTEM LABELING SCHEDULES
         C) WHEN PROVIDING AND INSTALLING; COMPLETE FRONT ELEVATION DRAWING OF EQUIPMENT CABINETS, RACKS AND EXACT COMPONENT LAYOUT WITHIN RACKS OR ENCLOSURES.
         D) WHEN PROVIDING AND INSTALLING; CABLE LISTING FOR EACH CABLE INSTALLED. INDICATE IN SPREADSHEET FORMAT SHOWING ROOM LOCATION, HEAD-END LOCATION, AND EXACT LABELING PROVIDED ON EACH END OF EACH OUTLET.
         E) PROVIDE A REDUCED SIZE BUILDING FLOOR PLAN DRAWING (11" X 17") SHOWING LOCATIONS OF ALL LOW-VOLTAGE CABLE TERMINATIONS AND CABLE OUTLET AND CABLE NUMBER LABELING PER THE RESPECTIVE IDENTIFICATION AND LABELING SPECIFICATION IN EACH SECTION.

D. INSTALLATION MEANS AND METHODS:
1. EXECUTION OF WORK:
   a. ALL METHODS OF CONSTRUCTION AND DETAILS OF WORKMANSHIP, WHERE NOT SPECIFICALLY DESCRIBED IN THIS SPECIFICATION OR SHOWN IN THE PLANS ARE SUBJECT TO THE FINAL APPROVAL OF THE OWNER. ALL CONTRACTORS SHALL CONSULT THE (GC) IF IN QUESTION AS TO THE METHOD OR MATERIAL TO BE EMPLOYED DURING INSTALLATION. ALL WORK DEEMED NOT ACCEPTABLE BY THE (GC) SHALL BE REWORKED, AT COST TO THE CONTRACTOR, UNTIL SUCH CONDITIONS AS CORRECTED ARE DEEMED ACCEPTABLE TO THE APPROPRIATE (GC) PROJECT REPRESENTATIVE.
   b. PROVIDE QUALITY WORKMANSHIP EQUAL TO THE HIGHEST PREVAILING IN THE CONSTRUCTION INDUSTRY.
2. CABLE AND JACK MODULE COLOR IDENTIFICATION:
   a. ALL LABELING SCHEMES FOR CABLES AND PATCH PANELS SHALL MATCH EXISTING CORPORATE
   b. NETWORK STANDARDS. COORDINATE ALL NUMBERING AND LABELING WITH OWNER.
   c. COLOR CODING OF CABLES AND JACK MODULES:
      1) BUILDING (CORPORATE) NETWORK: BLUE.
      2) PoE DEVICES (CORPORATE): YELLOW.
      3) WIRELESS ACCESS POINTS (WAP): BLUE
      4) ACCESS CONTROL: BLACK
      5) VIDEO SURVEILLANCE: LIME GREEN
      6) AUDIO / VIDEO CABLES: BLACK
3. BONDING AND GROUNDING:
   a. THE CONDUIT SYSTEM SHALL NOT BE CONSIDERED SUITABLE FOR EQUIPMENT GROUNDING.
   b. BONDING THE NEUTRAL TO EARTH GROUND SHALL NOT BE DONE ANYWHERE EXCEPT AT THE SECONDARY SIDE OF THE CONTROL TRANSFORMER WHERE IT MUST BE DONE (INCLUDING CONTROL VOLTAGE TRANSFORMERS).
4. GENERAL WIRING REQUIREMENTS:
   a. USE TECHNIQUES, PRACTICES, AND METHODS THAT ARE CONSISTENT WITH EIA/TIA-568 RATING OF COMPONENTS AND THAT ENSURE CATEGORY PERFORMANCE LEVEL FOR THE COMPLETED AND LINKED SIGNAL PATHS, END TO END.
   b. USE UL-LISTED PLENUM CABLE IN ENVIRONMENTAL AIR SPACES, INCLUDING PLENUM CEILINGS AS REQUIRED. UNLESS SPECIFIED OTHERWISE, INSTALL WIRING IN RACEWAY AND CABLE TRAY EXCEPT WITHIN CONSOLES, CABINETS, DESKS, AND COUNTERS.
   c. THE MAXIMUM ALLOWABLE HORIZONTAL CABLE LENGTH IS 295 FEET (90 M).
   d. ALL BACKBONE CABLING SHALL BE CONFIGURED IN A STAR TOPOLOGY OR AS INDICATED ON PLANS. EACH HORIZONTAL CROSS-CONNECT IS CONNECTED DIRECTLY TO A MAIN CROSS-CONNECT OR TO AN INTERMEDIATE CROSS-CONNECT, THEN TO A MAIN CROSS-CONNECT.
   e. MAKE SPLICES, TAPS, AND TERMINATIONS ONLY AT INDICATED OUTLETS, TERMINALS, AND CROSS-CONNECT AND PATCH PANELS.
   f. USE SPLICE AND TAP CONNECTORS COMPATIBLE WITH MEDIA TYPES IAW MANUFACTURERS INSTRUCTIONS.
5. INSTALLATION:
   a. ALL WIRES LEAVING ENCLOSURES SHALL BE INSTALLED IN CONDUITS OR SUITABLE RACEWAYS.
   b. ALL FINAL CONNECTIONS TO EQUIPMENT SHALL BE MADE WITH NO MORE THAN FIVE (5) FEET OF LIQUID-TIGHT FLEXIBLE CONDUIT. FLEXIBLE CONNECTIONS TO CONTROL DEVICES SHALL BE MADE SO THE CONDUIT CONNECTION TO THE CONTROL DEVICE IS ORIENTED DOWNWARD, SO THAT IF ANY CONDENSATE OR WATER ACCUMULATES IT WILL NOT GET INTO THE CONTROL DEVICE. THE FLEXIBLE CONDUIT SHOULD INCLUDE A DRIP LOOP. FLEXIBLE CONDUIT SHALL BE PROVIDED BY THE CONTRACTOR.
   c. NO TEMPORARY CORDS SHALL BE USED.
   d. PROVIDE AND INSTALL ADDITIONAL, APPROPRIATE NEMA RATED JUNCTION AND PULL BOXES WHEREVER NECESSARY TO FACILITATE THE INSTALLATION OF WIRES AND CABLES.
   e. ALL BACKBONE CABLING SHALL HAVE A MINIMUM 25FT SLACK LOOP INSTALLED AT EACH INTERIOR IDF AND MDF. PROVIDE A 50FT SLACK LOOP IN EACH EXTERIOR HANDHOLE JUNCTION AND AT FIRST EXTERIOR CABLE BUILDING TERMINATION POINT.
   f. ALL HORIZONTAL STATION CABLING SHALL HAVE A 15FT SLACK LOOP MANAGE IN THE IDF ROOM. HORIZONTAL STATION CABLING SHALL BE ROUTED TO THE BOTTOM OF THE VERTICAL CABLE MANAGEMENT SYSTEM BEFORE BEING TERMINATED AT THE ASSOCIATED PATCH PANEL LOCATION.

E. PROJECT COMPLETION
1. WARRANTY:
   a. THE WARRANTY SHALL BE COMPREHENSIVE. NO DEDUCTIBLES SHALL BE ALLOWED FOR TRAVEL TIME, SERVICE HOURS, AND REPAIR PARTS COST.
   b. SUBMIT A WRITTEN WARRANTY EXECUTED BY THE INSTALLER AGREEING TO REPAIR OR REPLACE ANY CABLING THAT FAILS WITHIN THE WARRANTY PERIOD.
   c. DURING THE GUARANTEE PERIOD THERE SHALL BE NO CHARGES TO THE OWNER FOR SERVICE CALLS FOR GUARANTEE WORK. HOWEVER, WHEN SERVICE WORK IS REQUIRED TO REPAIR ITEMS DAMAGED BY NEGLECT, MISUSE, OR VANDALISM, COSTS SHALL BE REIMBURSED TO THIS CONTRACTOR.
   d. THE WARRANTY SHALL NOT DEPRIVE THE OWNER OF OTHER RIGHTS THE OWNER MAY HAVE UNDER OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AND WILL BE IN ADDITION TO AND RUN CONCURRENT WITH OTHER WARRANTIES MADE BY THE CONTRACTOR UNDER THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
2. DOCUMENTATION
   a. PROVIDE O&M MANUALS PER REQUIREMENTS OF EACH SECTION AS A SINGLE PDF FILE. FILE SHALL BE INDEXED AND SEARCHABLE AND CONTAIN THE FOLLOWING AT A MINIMUM:
      1) COVER SHEET
      2) TABLE OF CONTENTS
      3) AS-BUILT DRAWINGS
      4) PROVIDE AS-BUILT DRAWINGS AND DOCUMENTATION SHOWING RESPECTIVE SYSTEM COMPONENTS AS INSTALLED.
      5) COMPLETE FRONT ELEVATION DRAWING OF EQUIPMENT RACK AND EXACT COMPONENT LAYOUT WITHIN RACK.
      6) REFERENCE EACH SECTION
      7) CONTACT AND WARRANTY INFORMATION
      8) WARRANTY STATEMENT(S)
      9) OPERATING INSTRUCTIONS
      10) TEST REPORTS (AS REQUIRED)
      11) MANUFACTURER'S EQUIPMENT MANUALS

27 05 26 BONDING AND GROUNDING

A. ABBREVIATIONS AND DEFINITIONS:
1. ABBREVIATIONS:
   a. BCT- BONDING CONDUCTOR FOR TELECOMMUNICATIONS
   b. GE — GROUNDING EQUALIZER
   c. TMGB — MAIN GROUNDING BUSBAR
2. DEFINITIONS:
   a. BONDING — THE PERMANENT JOINING OF METALLIC PARTS TO FORM AN ELECTRICALLY CONDUCTIVE PATH THAT WILL ASSURE ELECTRICAL CONTINUITY AND THE CAPACITY TO CONDUCT SAFELY ANY CURRENT LIKELY TO BE IMPOSED.
   b. BONDING CONDUCTOR FOR TELECOMMUNICATIONS (BCT) — A CONDUCTOR THAT INTERCONNECTS THE TELECOMMUNICATIONS BONDING INFRASTRUCTURE TO THE BUILDING'S SERVICE EQUIPMENT (POWER) GROUND.
   c. TELECOMMUNICATIONS MAIN GROUNDING BUSBAR (TMGB) — A BUSBAR PLACED IN A CONVENIENT AND ACCESSIBLE LOCATION AND BONDED BY MEANS OF THE BONDING CONDUCTOR FOR TELECOMMUNICATIONS TO THE BUILDING SERVICE EQUIPMENT (POWER) GROUND.
   d. TELECOMMUNICATIONS ROOM — THE LOCATION OF THE COMMON ACCESS POINT FOR BACKBONE AND HORIZONTAL PATHWAYS

B. BONDING AND GROUNDING:
1. GENERAL REQUIREMENTS:
   a. GROUNDING MUST CONFORM TO APPLICABLE BUILDING CODES AS WELL AS ANSI-J-STD-607-A AND THE NEC.
   b. GROUND CABLE SHIELDS, DRAIN CONDUCTORS, AND EQUIPMENT TO ELIMINATE SHOCK HAZARD AND TO MINIMIZE GROUND LOOPS, COMMON-MODE RETURNS, NOISE PICKUP, CROSS TALK, AND OTHER IMPAIRMENTS.
   c. BOND SHIELDS AND DRAIN CONDUCTORS TO GROUND AT ONLY ONE POINT IN EACH CIRCUIT.
   d. SHORT METALLIC PATHWAYS (WALL AND FLOOR SLEEVES) ARE NOT REQUIRED TO BE BONDED.
2. TELECOMMUNICATIONS MAIN GROUNDING BUSBAR (TMGB) REQUIREMENTS:
   a. THE (TMGB) SHALL BE UL LISTED, A MINIMUM 1/4" THICK, 4" WIDE, 12" IN LENGTH AND BE INSULATED FROM ITS SUPPORT BY A MINIMUM OF 2".
   b. THE (TMGB) SHALL SERVE TELECOMMUNICATIONS EQUIPMENT THAT IS LOCATED IN THE SAME ROOM.
   c. LOCATE (TMGB) NEAR THE TELECOMMUNICATIONS SERVICE ENTRANCE AND THE ELECTRICAL SERVICE ENTRANCE. IT SHOULD ALSO BE LOCATED SO THAT IT IS ACCESSIBLE TO TELECOMMUNICATIONS PERSONNEL
   d. BUSBAR SHALL BE CLEANED PRIOR TO FASTENING OF CONDUCTORS AND AN ANTI-OXIDANT SHOULD BE APPLIED TO THE CONTACT AREA TO CONTROL CORROSION AND REDUCE CONTACT RESISTANCE.
   e. IN A METAL FRAME (STRUCTURAL STEEL) BUILDING, WHERE THE STEEL FRAMEWORK IS READILY ACCESSIBLE WITHIN OR EXTERNAL TO THE ROOM; THE (TMGB) SHALL BE BONDED TO THE VERTICAL STEEL METAL FRAME USING A MINIMUM #6 AWG CONDUCTOR.
3. BONDING CONDUCTOR FOR TELECOMMUNICATIONS (BCT) REQUIREMENTS:
   a. (BCT) BONDING CONDUCTOR SHALL BOND THE (TMGB) TO THE SERVICE EQUIPMENT GROUND AND SHALL BE 4/0 BARE COPPER CONDUCTOR.
   b. CONNECTIONS SHALL UTILIZE EXOTHERMIC WELDING (BELOW GRADE), LISTED COMPRESSION LUGS, SUITABLE AND EQUIVALENT ONE HOLE NON-TWISTING LUGS OR OTHER IRREVERSIBLE COMPRESSION TYPE CONNECTIONS. TWO-HOLE LUGS ARE PREFERRED.

27 10 00 STRUCTURED CABLING SYSTEM

A. SCOPE OF WORK:
1. PROVIDE WIRES, CABLES AND SUPPORTING EQUIPMENT AS SPECIFIED BELOW AND SHOWN ON PLANS.

B. ABBREVIATIONS AND DEFINITIONS:
1. ABBREVIATIONS:
   a. CABLE TYPES:
      1) UTP — UNSHIELDED TWISTED PAIR
      2) F/UTP (FTP) — AN OVERALL FOIL SHIELD WITH UNSHIELDED TWISTED PAIRS (UTP).
      3) S/UTP (STP) — AN OVERALL BRAID SCREEN WITH UNSHIELDED TWISTED PAIRS (UTP).
      4) S/FTP — AN OVERALL FOIL SHIELD WITH INDIVIDUALLY SHIELDED TWISTED PAIRS
   b. CP — CONSOLIDATION POINT
   c. MDF — MAIN DISTRIBUTION FACILITY
   d. HC — HORIZONTAL CROSS-CONNECT
   e. IDC — INSULATION DISPLACEMENT CONNECTOR
   f. IDF — INTERMEDIATE DISTRIBUTION FACILITY
   g. MDF — MAIN DISTRIBUTION FRAME
   h. PVC — POLYVINYL CHLORIDE
   i. TIA — TELECOMMUNICATION INDUSTRY ASSOCIATION
   j. TIA-FOCIS: FIBER OPTIC CONNECTOR INTERMATEABILITY STANDARD
   k. TR — TELECOMMUNICATIONS ROOM
   l. UTP — UNSHIELDED TWISTED PAIR (CABLE)
2. DEFINITIONS:
   a. BACKBONE CABLE (TRUNK CABLE) — CABLES THAT PERMIT CONNECTION BETWEEN SYSTEM DISTRIBUTION POINTS OR FRAMES.
   b. CONSOLIDATION POINT — AND INTERCONNECTION SCHEME THAT CONNECTS HORIZONTAL CABLES THAT EXTEND FROM BUILDING PATHWAYS TO HORIZONTAL CABLES THAT EXTEND INTO WORK AREA PATHWAYS
   c. CROSS-CONNECT — A FACILITY ENABLING TERMINATION OF CABLES AND THEIR CONNECTION VIA PATCH CORDS OR JUMPERS.
   d. ENTRANCE FACILITY — THIS AREA PROVIDES THE ENTRANCE POINT FOR THE COMMUNICATION SERVICES THAT ENTER THE FACILITY FROM THE AP OR THE CABLE SERVICE PROVIDER. LIGHTNING PROTECTION SHALL BE INSTALLED. UNLESS OTHERWISE NOTED, THIS IS WHERE THE OUTSIDE CABLE TYPE SHALL CONVERT TO INSIDE CABLING, UNLESS OTHERWISE NOTED. THE OUTSIDE CABLING CAN BE EXTENDED TO THE EQUIPMENT ROOM IN METAL CONDUIT. IT IS RECOMMENDED, HOWEVER NOT REQUIRED, THAT THE LIGHTNING PROTECTION BE INSTALLED AS SOON AS THE CABLE ENTERS THE BUILDING. THE ENTRANCE FACILITY MAY BE SHARED WITH OTHER SERVICES. THE LIGHTNING PROTECTION SHALL BE GROUNDED TO THE BUILDING MAIN GROUND (THIS CAN BE DONE BY ATTACHING TO THE TMGB).
   e. HORIZONTAL CABLING — THE CABLE USED TO CARRY THE INFORMATION FROM THE WORKSTATION OR END DEVICE TO THE LEAST SIGNIFICANT DISTRIBUTION POINT. FOR THE VOICE AND DATA THIS WILL BE THE TELECOMMUNICATIONS ROOM. FOR PAGING, SECURITY, AND CATV WILL BE WHERE DISTRIBUTION POINTS ARE; NORMALLY THIS IS IN THE EQUIPMENT ROOM OR TELECOMMUNICATION ROOM OR EQUIPMENT ROOM.
   f. TELECOMMUNICATIONS ROOM (TR) — GENERALLY A 'FLOOR SERVING' FACILITY FOR HORIZONTAL CABLE DISTRIBUTION THAT MAY ALSO BE USED FOR INTERMEDIATE AND MAIN CROSS-CONNECTS. THIS LOCATION PROVIDES A COMMON ACCESS POINT FOR BACKBONE AND HORIZONTAL PATHWAYS

C. IDENTIFICATION AND LABELING
1. DATA CABLES AND PATCH PANEL LABELS SHALL MATCH OWNERS EXISTING STANDARDS. COORDINATE NUMBERING SCHEME WITH OWNER.
2. WORKSTATIONS:
   a. LABEL CABLES WITHIN J-BOXES.
   b. FACEPLATES SHALL HAVE LABEL TABS ABOVE AND BELOW JACK INSERTS WITH CLEAR WINDOWS TO FACILITATE THE PRINTING OF LABELS
3. DISTRIBUTION RACKS AND FRAMES:
   a. LABEL EACH UNIT AND FIELD WITHIN THAT UNIT.
   b. LABEL EACH PATCH PANEL JACK WITH CORRESPONDING STATION CABLING LOCATION.
4. WIRING CLOSETS AND EQUIPMENT ROOMS:
   a. LABEL EACH CONNECTOR AND EACH DISCRETE UNIT OF CABLE-TERMINATING AND CONNECTING HARDWARE
5. CABLES, GENERAL:
   a. WHERE INSTALLED IN CABINETS AND J-BOXES, LABEL EACH CABLE WITHIN 4 INCHES OF EACH TERMINATION AND TAP, WHERE IT IS ACCESSIBLE.
6. CABLE SCHEDULE:
   a. SCHEDULES SHALL BE POSTED IN A PROMINENT LOCATION IN EACH MDF AND IDF AS FOLLOWS:
      1) LIST INCOMING AND OUTGOING CABLES AND THEIR DESIGNATIONS, ORIGINS, AND DESTINATIONS.
      2) PROTECT CABLE SCHEDULE WITH CLEAR PLASTIC COVER.
      3) PROVIDE ELECTRONIC COPY OF FINAL COMPREHENSIVE SCHEDULES FOR PROJECT, IN SOFTWARE AND FORMAT SELECTED BY OWNER OR OWNER'S IT STAFF AS DIRECTED.

D. INSTALLATION MEANS AND METHODS:
1. RACEWAYS
   a. STANDARD CONDUIT DROPS FOR VOICE, DATA AND OTHER LV SYSTEMS SHALL BE 1" IN DIAMETER UNLESS OTHERWISE NOTED ON PLANS.
   b. CONDUITS FEEDING TELEVISIONS, DISPLAYS OR FLOORBOXES CONTAINING AUDIO-VIDEO CABLES SHALL BE A MINIMUM SIZE OF 1.25" ID UNLESS OTHERWISE NOTED ON PLANS. AT NO TIME SHALL CONDUIT FILL EXCEED 40%.
   c. THERE SHALL BE NO MORE THAN THREE (3) 90-DEGREE BENDS IN CONDUIT BETWEEN PULL POINTS. IF A CONDUIT RUN REQUIRES MORE THAN TWO BENDS OR IF THE CONDUIT RUN IS IN EXCESS OF 100' IN TOTAL LENGTH, INSERT A PULL BOX. IF IT IS NOT PRACTICAL TO INSTALL A PULL BOX IN THE RUN DUE TO FIELD CONDITIONS, THE CONDUIT SIZE SHALL BE INCREASED TO THE NEXT TRADE SIZE FOR EACH ADDITIONAL 90-DEGREE BEND. OFFSETS SHALL BE CONSIDERED AS EQUIVALENT TO A 90-DEGREE BEND.
   d. ALL CONDUITS TO BE LABELED AT THE SOURCE BOX WITH THE DESTINATION BOX IN A CLEAR AND LOGICAL MANNER.
   e. ENDS OF ALL CONDUITS ARE TO BE DE-BURRED AND BUSHED. ALL CONDUITS NOT TERMINATING INSIDE A JBOX OR PULL BOX BUT TERMINATING INSIDE OF A RACK OR ENCLOSURE SHALL BE PROVIDED WITH PLASTIC INSULATED BUSHINGS.
   f. A POLY PULL-LINE SHALL BE PROVIDED IN EACH CONDUIT.
   g. FOR LINE VOLTAGE CONDUIT RUNS LONGER THAN 10 FEET, EC SHALL MAINTAIN A MINIMUM OF 24" SEPARATION FROM AUDIO OR VIDEO SIGNAL CONDUITS EXCEPT TO CROSS AT 90-DEGREE ANGLES WHEN NECESSARY.
2. CABLE SUPPORTS
   a. PROVIDE AND INSTALL DEDICATED J-HOOK SYSTEM FOR DATA AND SEPARATE J-HOOK SYSTEM FOR OTHER SYSTEMS THROUGHOUT THE CEILING SPACE AND OTHER EXPOSED AREAS WHERE CABLES ARE RUN. THE "J" SHALL HAVE FLAT BOTTOM TO ELIMINATE SINGLE POINT STRESS ON CABLES SUPPORTED. MIN SIZE IS 1 5/16" (CADDY CAT21HP). MAINTAIN AT LEAST A 12" SEPARATION FROM FLUORESCENT OR NEON FIXTURES, A 40 — INCH SEPARATION FROM TRANSFORMERS, MOTORS OR OTHER SOURCES OF ELECTROMAGNETIC FIELDS AND A 36" SEPARATION FROM UNSHEILDED POWER CABLES.
   b. DO NOT USE DATA SYSTEM J-HOOKS FOR ROUTING OF OTHER SYSTEM CABLES.
   c. J-HOOK SPACING TO BE A MAXIMUM OF 5 - FEET ON CENTER AND SHALL ALLOW FOR 50% SPARE CAPACITY IN ALL RUNS OF J HOOKS. PROVIDE ADDITIONAL RUNS AS REQUIRED TO MEET THIS REQUIREMENT.
   d. NON-DATA J-HOOK SYSTEMS SHALL BE RUN PARALLEL TO THE DATA J HOOK SYSTEMS.
   e. CONDUITS THAT ARE STUBBED INTO THE ACCESSIBLE CEILING SPACE THAT ARE ACTING AS CABLE RACEWAYS SHALL BE EXTENDED INTO THE NEAREST CORRIDOR SPACE, OR, AS AN OPTION, THE CONTRACTOR SHALL INSTALL A SLEEVE THROUGH ANY WALL SEPARATING THE ROOM FROM THE CORRIDOR AREA.
   f. CABLES SHALL BE ROUTED AT 90 DEGREES FROM THE ROOM TO THE J-HOOK SUPPORT SYSTEM IN THE CORRIDOR. THE CORRIDOR AREA SHALL GENERALLY BE DEFINED AS THE AREA WHERE THE J-HOOK SUPPORT SYSTEM SHALL BE INSTALLED. HOWEVER, IN THE EVENT THAT THERE IS NOT ADEQUATE CORRIDOR SPACE, THE J-HOOK SYSTEM MAY BE MOVED INTO THE ADJACENT ROOMS.
   g. J-HOOK SYSTEM SHALL BE INSTALLED IN STRAIGHT LINES PERPENDICULAR, RIGHT ANGLE TO THE BUILDING WALLS. GROUPS OF J-HOOKS SHALL BE USED WHERE THE SINGLE J-HOOK SYSTEM IS NOT ADEQUATE TO SUPPORT THE CABLING TO ALLOW FOR 50% SPARE CAPACITY.
   h. MARK THE "RECORD DRAWINGS" TO INDICATE THE APPROXIMATE PATH OF THE J-HOOK SYSTEM.
   i. BRIDAL RING SUPPORTS SHALL NOT BE PERMITTED
3. WALL SLEEVES AND PENETRATIONS:
   a. ALL LV SYSTEM SLEEVES ARE TO BE STEEL EXTEND A MINIMUM OF 6" OUT FROM THE WALL AND ARE TO HAVE INSULATED CONNECTORS ON THE END, OR OTHER TYPE OF CABLE PROTECTION. SLEEVES SHALL BE SECURED ON BOTH SIDES OF THE PENETRATION TO PREVENT SHIFTING DURING CABLE INSTALLATION.
   b. SLEEVES SHALL BE PLACED ABOVE THE CEILING, THROUGH THE WALL, BETWEEN ALL OFFICES AND CORRIDORS, AND CLASSROOMS AND CORRIDORS, OR OTHER AREAS WHERE CABLES ARE TO BE ROUTED.
   c. THROUGH THE NON-CEILING AREA, INTO AN AREA WHERE THERE IS A CEILING CAVITY. THERE SHALL BE NO OPEN FREE AIR CABLES ROUTED THROUGH NON-ACCESSIBLE CEILING AREAS, UNLESS IT IS INDICATED OTHERWISE ON THE DRAWINGS.
   d. LV DEVICE TERMINATION SHALL BE MADE IN JUNCTION BOX. FREE SPLICING AND TERMINATING OF LOW VOLTAGE CABLING IS NOT ALLOWED
4. EQUIPMENT AND FITTINGS:
   a. DISTRIBUTION EQUIPMENT SHALL BE SIZED TO HANDLE THE QUANTITY OF JACKS NOTED ON THE DRAWINGS PLUS BE ADEQUATE TO SATISFY 50 PERCENT EXPANSION, UNLESS NOTED OTHERWISE.
   b. MOUNT PATCH PANELS, TERMINAL STRIPS, AND OTHER CONNECTING HARDWARE IN RACKS, UNLESS NOTED OTHERWISE.
   c. WHERE REQUIRED, BACKBOARDS SHALL BE 3/4-INCH INTERIOR-GRADE FIRE-RATED PLYWOOD, PAINTED WITH TWO COATS OF FIRE-RESISTIVE-PAINT. INSTALL PASS THROUGH RINGS FOR BOTH HORIZONTAL AND VERTICAL TRAINING OF CABLES.
5. TESTING:
   a. PERFORM ALL TESTS IAW TIA/EIA-568-C.0 AND TIA/EIA-568-C.2 AND TELECOMMUNICATIONS STANDARDS FOR TWISTED PAIR AND OPTICAL FIBER CABLING REQUIREMENTS OF THIS SECTION.
   b. PROVIDE DOCUMENTATION OF TESTING IAW TELECOMMUNICATIONS STANDARDS FOR TWISTED PAIR AND OPTICAL FIBER CABLING REQUIREMENTS OF THIS SECTION.

27 11 00 COMMUNICATIONS EQUIPMENT

A. SCOPE OF WORK:
1. DESIGN REQUIREMENTS:
   a. SEE PLANS FOR NEW EQUIPMENT REQUIREMENTS.

B. TELECOMMUNICATION RACKS
1. TELECOMMUNICATION RACK SHALL BE 84-INCH FOUR POST, 23-INCH DEPTH, 19-INCH WIDE STYLE RACK AS MANUFACTURED BY PANDUIT OR EQUAL.
2. CONTRACTOR TO INSTALL RACK AND PROVIDE MOUNTING SHELVES AND ACCESSORIES REQUIRED TO MOUNTED SPECIFIED EQUIPMENT IN RACK. COORDINATE EXACT LOCATION WITH OWNER'S IT DEPARTMENT PRIOR TO INSTALLATION OF RACK.
3. CONTRACTOR SHALL ENSURE THAT THE INSTALLATION OF RACK AND COORDINATED ACCESSORIES MEET THE FOLLOWING REQUIREMENTS:
   a. RACK SHALL BE BONDED TO GROUNDING SYSTEM AS SPECIFIED IN SECTION 27 05 26 — BONDING AND GROUNDING
   b. INSTALL ONE FRONT MOUNTED WIRE MANAGER PANEL FOR ROUTING OF HUB CABLES AND ONE REAR MOUNTED WIRE MANAGER PANEL FOR CONTROLLING CABLES ENTERING BACK OF PATCH PANEL.
   c. INSTALL APPROPRIATE VERTICAL WIRE MANAGER LOOPS TO PROVIDE A TRAINING AND ATTACHMENT POINT FOR VERTICALLY RUN CABLES. INSTALL FRONT AND BACK AT EACH POST.
   d. INSTALL SHELVES FOR EQUIPMNET THAT IS NOT RACK MOUNTABLE.
   e. PROVIDE HORIZONTAL RACK MOUNTED POWER STRIP INCLUDING 8 OUTLETS (4 IN BACK AND 4 IN FRONT). PROVIDE AN INTERNAL SURGE PROTECTION UNIT. PLUG STRIPS SHALL BE CONNECTED TO A CORD. HUBBELL MCCPS5197S OR EQUAL.
4. CONTRACTOR TO PROVIDE AND INSTALL ALL CABLE TRAY / LADDER TRAY / STRUT FRAME TRANSITIONS TO SUPPORT CABLES ABOVE CEILING
5. TELECOMMUNICATION RACKS IN REMOTE BUILDING SHALL BE TRIFOLD TYPE HOFFMAN ACCESSPLUS II DOUBLE HINGE, TYPE NEMA 12.
   a. RACK SHALL BE 26U
   b. RACK SHALL BE EQUIPPED WITH HORIZONTAL CABLE MANAGEMENT
   c. RACK SHALL HAVE GLASS DOOR FRONT

C. PATCH PANELS CATEGORY 6
1. PATCH PANELS SHALL BE POWER SUM RATED AND TESTED IN A LINK CONFIGURATION. DEVICES SHALL HAVE SAME RATING AS STATION OUTLETS.
2. PANELS SHALL HAVE AT A MINIMUM 48 PORTS UNLESS OTHERWISE NOTED ON PLANS.
   a. MOUNT PANELS IN RACK OR AS INDICATED ON PLANS.
   b. ALL CABLE MANAGEMENT ACCESSORIES SUCH AS HORIZONTAL AND VERTICAL WIRE MANAGERS SHALL BE INSTALLED AS RECOMMENDED BY MANUFACTURER.
   c. CABLES FOR DATA, VOICE, CAMERAS AND ACCESS CONTROL SHALL BE TERMINATED ON SEPARATE PATCH PANELS UNLESS OTHERWISE NOTED.

D. FIBER OPTIC PATCH PANELS:
1. MANUFACTURER:
   a. PANDUIT (FAP6WAQDLCZ) OR EQUAL
2. DESIGN REQUIREMENTS:
   a. MOUNT PANELS IN RACK OR AS INDICATED ON PLANS
   b. FIBER OPTIC PATCH PANELS SHALL BE CAPABLE OF TERMINATING ALL FIBERS OF THE TRUNK CABLE ENTERING THE PANEL.
   c. ALL CABLE MANAGEMENT ACCESSORIES SUCH AS HORIZONTAL AND VERTICAL WIRE MANAGERS

ELECTRICAL SPECIFICATIONS (CONT.)

DIVISION 28 ELECTRONIC SAFETY, SECURITY, FIRE ALARM

28 10 00 ACCESS CONTROL

A. SCOPE OF WORK:
   1. PROVIDE AND INSTALL A COMPLETE ACCESS CONTROL SYSTEM. SYSTEM SHALL CONSIST OF BUT NOT LIMITED TO CONTROL PANELS, PROXIMITY READERS, PROXIMITY FOBS, BADGES AND DOOR POSITION SENSORS.
   2. ELECTRIC STRIKES WILL BE FURNISHED AS PART OF THE DOOR HARDWARE BY OTHERS.
   3. THE SYSTEM SHALL CONNECT TO THE BUILDING LAN SYSTEM TO ALLOW CONTROL OF THE ACCESS CONTROL SYSTEM FROM ANY WORKSTATION THE OWNNER DESIGNATES. COORDINATE CONNECTION TO THE LAN WITH THE OWNERS IT DEPARTMENT.
   4. RELATED REQUIREMENTS
      a. SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS: IDENTIFICATION PRODUCTS AND REQUIREMENTS.
   5. REFERENCE STANDARDS
      a. NECA 1 - STANDARD FOR GOOD WORKMANSHIP IN ELECTRICAL CONSTRUCTION; NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION; 2010.
      b. UL 294 - ACCESS CONTROL SYSTEM UNITS; CURRENT EDITION, INCLUDING ALL REVISIONS.
   6. QUALITY ASSURANCE
      a. COMPLY WITH THE FOLLOWING:
         1) APPLICABLE TIA/EIA STANDARDS.
      b. MANUFACTURER QUALIFICATIONS: COMPANY SPECIALIZING IN MANUFACTURING THE PRODUCTS SPECIFIED IN THIS SECTION WITH MINIMUM THREE YEARS DOCUMENTED EXPERIENCE.
      c. INSTALLER QUALIFICATIONS: COMPANY SPECIALIZING IN PERFORMING THE WORK OF THIS SECTION WITH MINIMUM THREE YEARS DOCUMENTED EXPERIENCE WITH ACCESS CONTROL SYSTEMS OF SIMILAR SIZE, TYPE, AND COMPLEXITY AND PROVIDING CONTRACT MAINTENANCE SERVICE AS A REGULAR PART OF THEIR BUSINESS; AUTHORIZED MANUFACTURER'S REPRESENTATIVE.
   7. DELIVERY, STORAGE, AND HANDLING
      a. RECEIVE, INSPECT, HANDLE, AND STORE PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
      b. STORE PRODUCTS IN MANUFACTURER'S UNOPENED PACKAGING, KEEP DRY AND PROTECT FROM DAMAGE UNTIL READY FOR INSTALLATION.

B. PRODUCTS
   1. MANUFACTURER
      a. HONEYWELL NETAXS OR EQUAL
   2. ACCESS CONTROL SYSTEM REQUIREMENTS
      a. PROVIDE NEW ACCESS CONTROL SYSTEM CONSISTING OF ALL REQUIRED EQUIPMENT, WIRING, CONNECTORS, HARDWARE, SUPPORTS, ACCESSORIES, SYSTEM PROGRAMMING, ETC. AS NECESSARY FOR A COMPLETE OPERATING SYSTEM THAT PROVIDES THE FUNCTIONAL INTENT INDICATED.
      b. INTERFACE WITH OTHER SYSTEMS:
         1) PROVIDE PRODUCTS COMPATIBLE WITH OTHER SYSTEMS REQUIRING INTERFACE WITH ACCESS CONTROL SYSTEM.
      c. PRODUCT PRODUCTS LISTED, CLASSIFIED, AND LABELED BY UNDERWRITER'S LABORATORIES INC. (UL) OR TESTING FIRM ACCEPTABLE TO AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE PURPOSE INDICATED.
         1) ACCESS CONTROL UNITS AND READERS: LISTED AND LABELED AS COMPLYING WITH UL 294.
   3. ACCESS CONTROL POINT PERIPHERALS
      a. PROVIDE DEVICES COMPATIBLE WITH CONTROL UNITS.
      b. PROVIDE QUANTITY OF PROXIMITY CARDS REQUIRED BY OWNER.
      c. PROVIDE DEVICES SUITABLE FOR OPERATION UNDER THE SERVICE CONDITIONS AT THE INSTALLED LOCATION.
      d. PROVIDE READERS COMPATIBLE WITH CREDENTIALS TO BE USED.
      e. PROXIMITY READERS:
         1) UTILIZES 125 KHZ RF COMMUNICATION WITH COMPATIBLE CREDENTIALS.
      f. DOOR POSITION SWITCHES:
         1) MAGNETIC CONTACTS: ENCAPSULATED REED SWITCH(ES) AND SEPARATE MAGNET; DESIGNED TO MONITOR OPENED/CLOSED POSITION OF DOORS.
      g. 100 SERIALIZED PROX FOB/CARDS SHALL BE FURNISHED WITH SYSTEM. COORDINATE TYPE AND QUANITY REQUIRED WITH OWNER.
   4. SOFTWARE AND PROGRAMMING
      a. END USER SHALL INTERFACE WITH ACCESS CONTROL SYSTEM USING WEB-BASE BROWSER CONTROL. ALL REQUIRED SOFTWARE LICENSING AND ACCESS SHALL BE PROVIDED WITH THE SYSTEM.
      b. SYSTEM SUPPLIER SHALL PROVIDE ALL INITIAL PROGRAMMING FOR DOORS LISTED
      c. SYSTEM SUPPLIER SHALL SETUP 25 USER PROX CARDS AND CREDICALES WITH OWNER.
      d. TIME OF DAY SETTINGS SHALL BE PROVIDED AS DIRECTED BY THE OWNER.

C. EXECUTION
   1. EXAMINATION
      a. VERIFY THAT FIELD MEASUREMENTS ARE AS SHOWN ON THE DRAWINGS.
      b. VERIFY THAT MOUNTING SURFACES ARE READY TO RECEIVE SYSTEM COMPONENTS.
      c. VERIFY THAT BRANCH CIRCUIT WIRING INSTALLATION IS COMPLETED, TESTED, AND READY FOR CONNECTION TO SYSTEM.
      d. VERIFY THAT CONDITIONS ARE SATISFACTORY FOR INSTALLATION PRIOR TO STARTING WORK.
   2. INSTALLATION
      a. INSTALL ACCESS CONTROL SYSTEM IN ACCORDANCE WITH NECA 1 (GENERAL WORKMANSHIP).
      b. INSTALL PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
      c. WIRING METHOD: UNLESS OTHERWISE INDICATED, USE CABLES (NOT IN CONDUIT).
         1) USE SUITABLE LISTED CABLES IN WET LOCATIONS, INCLUDING UNDERGROUND RACEWAYS.
         2) USE SUITABLE LISTED CABLES FOR VERTICAL RISER APPLICATIONS.
         3) USE LISTED PLENUM RATED CABLES IN SPACES USED FOR ENVIRONMENTAL AIR.
         4) CONCEAL ALL CABLES UNLESS SPECIFICALLY INDICATED TO BE EXPOSED.
         5) USE POWER TRANSFER HINGES COMPLYING WITH SECTION 08 FOR CONCEALED CONNECTIONS TO DOOR HARDWARE.
         6) USE COMPOSITE ACCESS CONTROL CABLE.
         7) ROUTE EXPOSED CABLES PARALLEL OR PERPENDICULAR TO BUILDING STRUCTURAL MEMBERS AND SURFACES.
         8) DO NOT EXCEED MANUFACTURER'S RECOMMENDED MAXIMUM CABLE LENGTH BETWEEN COMPONENTS.
      d. PROVIDE GROUNDING AND BONDING IN ACCORDANCE WITH SECTION 26.
      e. IDENTIFY SYSTEM WIRING AND COMPONENTS:
         1) CABLES: INSTALL COLOR CODED LABELS ON BOTH ENDS OF CABLE.
         2) DEVICES: LABEL EACH DEVICE WITH A UNIQUE NUMERIC IDENTIFIER.
         3) TERMINATION: LABEL EACH CABLE AND ZONE WITH A UNIQUE NUMERIC IDENTIFIER.
   3. OWNER TRAINING:
      a. THE ACCESS CONTROL SYSTEM CONTRACTOR SHALL PROVIDE A MINIMUM OF ONE (1) HOUR TRAINING AND INSTRUCTION FOR THE INSTALLED SYSTEMS FOR OWNER-DESIGNATED PERSONNEL, INSTRUCTING THEM IN THE OPERATION AND MAINTENANCE OF THE SYSTEMS.
      b. TRAINING SHALL BE COORDINATED BY THE CONTRACTOR AT A MUTUALLY AGREEABLE TIME WITH THE OWNER.
      c. TRAINING SHALL NOT TAKE PLACE PRIOR TO FINAL ACCEPTANCE.
      d. ALL TRAINING SERVICES SHALL BE INCLUDED IN THE OVERALL SYSTEM COST.
   4. DOCUMENTATION;
      a. PROVIDE O&M MANUALS PER REQUIREMENTS OF EACH SECTION AS A SINGLE PDF FILE. FILE SHALL BE INDEXED AND SEARCHABLE AND CONTAIN THE FOLLOWING AT A MINIMUM:
         1) COVER SHEET
         2) TABLE OF CONTENTS
         3) AS-BUILT DRAWINGS AND DOCUMENTATION SHOWING RESPECTIVE SYSTEM COMPONENTS AS INSTALLED. DEVICES SHALL BE LABELED TO MATCH SYSTEM PROGRAMMING LABELS. WHERE EXISTING SYSTEMS ARE MODIFIED. COMPLETE SYSTEM AS-BUILT DRAWINGS SHALL BE UPDATED IN THEIR ENTIRETY DOCUMENT EXISTING SYSTEM CHANGES.
            A) COMPLETE SYSTEM RISER DIAGRAM
            B) FLOOR PLAN DRAWINGS INDICATING DEVICE LOCATION AND LABELS
         4) CONTACT AND WARRANTY INFORMATION
         5) OPERATING INSTRUCTIONS
         6) MANUFACTURER'S EQUIPMENT MANUALS

28 16 05 INTERCOM SYSTEM

A. SCOPE OF WORK:
   1. PROVIDE AND INSTALL POINT TO POINT INTERCOM SYSTEM. INTERCOM SYSTEM BE CABLE OF HAVING MULIPLE CALL STATIONS COMMUNICATE TO MULTIPLE MASTER RECEIVER STATION. SYSTEM SHALL BE CAPABLE OF INTERFACING WITH ACCESS CONTROL SYSTEMS TO RELEASE LOCKING MECHANISMS.
   2. PROVIDE ALL REQUIRED COMMUNICATION HARDWARE AND INTERFACE DEVICES NECESSARY TO PROVIDE A SYSTEM THAT CAN PERFORM SYSTEM REQUIREMENT DESCRIBE HEREIN.

B. QUALITY ASSURANCE:
   1. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE CURRENT PRODUCTION OF MANUFACTURERS REGULARLY ENGAGED IN THE MANUFACTURE OF SUCH ITEMS, AND FOR WHICH REPLACEMENT PARTS ARE AVAILABLE.
   2. CERTIFIED INSTALLER QUALIFICATIONS:
      a. A FIRM OR INDIVIDUAL EXPERIENCED IN INSTALLING, ERECTING, OR ASSEMBLING WORK SIMILAR IN MATERIAL, DESIGN, AND EXTENT TO THAT INDICATED FOR THIS PROJECT, WHOSE WORK HAS RESULTED IN CONSTRUCTION WITH A RECORD OF SUCCESSFUL IN-SERVICE PERFORMANCE.

C. GENERAL REQUIREMENTS:
   1. SPECIFICATIONS WERE DEVELOPED USING AIPHONE LEF SERIES DEVICES. SUBSTITUTE, OR EQUAL, EQUIPMENT WILL BE ACCEPTED AND REVIEWED BASED ON THE LEVEL OF QUALITY AND FUNCTIONAL REQUIREMENT ESTABLISHED BASED ON SPECIFIED PRODUCTS AND CONTROL DESCRIPTIONS SPECIFIED HEREIN.
   2. PROVIDE AND INSTALL INTERCOM SYSTEM EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MOUNTING, PROGRAMMING AND INSTALLATION TO RESULT IN A FUNCTIONAL INTERCOM SYSTEM.
   3. INTERCOM SYSTEM SHALL BE A SELECTIVE CALLING OPEN VOICE STYLE SYSTEM HAVING THE ABILITY TO COMMUNICATE WITH 10 DOOR OR SUB STATION LOCATIONS.
   4. CORPORATE NETWORK CONNECTIONS (VOIP SYSTEM):
      a. FOR SYSTEM INSTALLATIONS WHERE INSTALLED COMPONENTS REQUIRE THE USE OF THE OWNER'S CORPORATE NETWORK, CONTRACTOR SHALL PROVIDE THE OWNER'S IT DEPARTMENT THE FOLLOWING BEFORE CONNECTING DEVICES TO THE NETWORK:
         1) CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT INSTALLED NETWORK DEVICES HAVE THE PROPER CONVERTERS OR COORDINATE THE FURNISHING OF REQUIRED INFRASTRUCTURE WITH OWNER'S IT DEPARTMENT.
         2) INSTALLER SHALL PROVIDE A LIST OF ALL NETWORK ENABLED DEVICES, INCLUDING MAC ADDRESSES, STATIC / DYNAMIC ADDRESS REQUIREMENTS IN ELECTRONIC FORMAT TO THE OWNER'S IT DEPARTMENT.
   5. RELATED WORK:
      a. SECTION 27 05 00 — TELECOMMUNICATIONS PREMISE WIRING
   6. SUBMITTALS:
      a. SHOP DRAWINGS:
         1) THE FOLLOWING INFORMATION SHALL BE SUBMITTED:
            A) WIRING DIAGRAM INDICATING WIRE SIZE AND TYPE FOR EACH INDIVIDUAL PIECE OF EQUIPMENT.
            B) COMPLETE RISER DIAGRAM INDICATING ALL EQUIPMENT AND INTERCONNECTING COMPONENTS WITH INDICATION OF LOCATION OF EACH DEVICE.
            C) COMPONENT SUBMITTALS

D. MASTER CONTROL STATION
   1. INTERCOM DEVICE SHALL COMMUNICATE BACK TO EACH MASTER CONTROL STATION LOCATION.
   2. INTERCOM CALLS FROM A SUB OR DOOR/GATE STATION DEVICE SHALL SOUNDS AN ELECTRONIC MONO-TONE AND LIGHT AN LED INDICATOR LIGHT UNIQUELY FOR EACH ACTIVE STATION.
   3. COMMUNICATION AT THE CALLING MASTER SHALL BE PRESS-TO-TALK, RELEASE TO LISTEN. PERSONS AT THE RECEIVING STATION SHALL BE CAPABLE OF SPEAKING HEAND REE.
   4. INTERCOM MASTER SHALL PROVIDE THE OPERATOR THE ABILITY TO SELECTIVELY LISTEN TO ACTIVE CALL REQUESTS. MASTER STATION SHALL HAVE AN VOLUME ADJUSTMENT
   5. INTERCOM MASTER SHALL BE PROVIDED WITH A PRIVACY FEATURE THAT ALLOWS EACH MASTER STATION TO ANSWER ACTIVE CALL REQUEST AND ISOLATE CONVERSATION TO THE ASSOCIATED MASTER STATION THAT IS ANSWERING THE CALL.
   6. MASTER STATION SHALL HAVE THE ABILITY TO OPEN/RELEASE FACILITY DOORS AND GATES. PROVIDE RELAY DEVICES AS REQUIRED TO CONTROL SPECIFIED DOOR/GATE OPERATION EQUIPMENT
   7. PROVIDE 12VDC POWER SUPPLY FOR SYSTEM. MOUNTING HARDWARE SHALL BE PROVIDED AS REQUIRED AT EACH MASTER STATION LOCATION.

E. INTERCOM STATION
   1. INTERCOM STATION SHALL INCORPORATE PUSH-TO-TALK INTERCOM DEVICE THAT PROVIDES HANDS FREE COMMUNICATION AFTER THE CALL IS PLACED.
   2. PROVIDE POWER RELAYS AS REQUIRED TO OPEN ASSOCIATED DOOR/GATE EQUIPMENT.
   3. INTERCOM DEVICES SHALL BE STAINLESS STEEL, VANDAL AND WEATHER RESISTANCE. PROVIDE APPROPRIATE JUNCTION BOX FOR EACH DEVICE.
   4. DEVICES LOCATED IN EXTERIOR UNPROTECTED AREAS SHALL BE EQUIPPED WITH WEATHER SHIELD TYPE BOX
   5. DEVICES LOCATED IN INTERIOR SPACES SHALL BE RECESS MOUNTED.

F. INSTALLATION MEANS AND METHODS:
   1. EXECUTION OF WORK:
      a. THE COMPLETE INSTALLATION SHALL BE DONE IN A NEAT, WORKMANLIKE MANNER IN ACCORDANCE WITH ALL APPLICABLE CODES AND THE MANUFACTURER'S RECOMMENDATIONS.
      b. INSTALL ALL MATERIALS, ASSEMBLIES AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS. CONSULT MANUFACTURER FOR ALL WIRING DIAGRAMS, SCHEMATICS, SIZES, OUTLETS, ETC. BEFORE INSTALLING.
      c. MOUNTING HEIGHTS AND LOCATIONS SHOWN ON DRAWINGS AND DETAILS ARE FOR DESIGN CONCEPT; ALL FINAL COMPONENT INSTALLATION TO BE COORDINATED WITH OWNER PRIOR TO ROUGH-IN.
      d. START OF INSTALLATION SHALL NOT BEGIN UNTIL ALL AREAS ARE BROOM CLEAN, PROPERLY LIGHTED, EXTERIOR ENCLOSING WALLS IN PLACE, EXTERIOR WINDOWS GLAZED, ROOF COMPLETELY INSTALLED TO PREVENT WEATHER DAMAGE TO EQUIPMENT.
      e. WORK WITH OWNER'S NETWORK ADMINISTRATOR TO SET UP NETWORK EQUIPMENT TO ALLOW VIEWING OF SECURITY CAMERA PICTURES ON OWNER'S LAN SYSTEM.
   2. REFER TO TELECOMMUNICATION HORIZONTAL CABLING 27 15 00 FOR CABLE AND CONDUIT REQUIREMENTS.

G. PROJECT COMPLETION METHODS:
   1. CLEAN-UP:
      a. PER 'PROJECT COMPLETION METHODS: CLEAN UP' SECTION 27 05 00 — TELECOMMUNICATIONS PREMISE WIRING
   2. TESTING AND COMMISSIONING
      a. SYSTEM SUPPLIER SHALL DEMONSTRATE PROPER OPERATION OF EACH DEVICE AND ASSOCIATED RELAY CONTROL FOR DOOR/GATE RELEASE PUSHBUTTON.
      b. PROVIDE ONE, ONE-HOUR MINIMUM TRAINING SESSIONS ON DAY AND TIME SET BY THE OWNER. THESE SHOULD BE SCHEDULED AS PART OF THE OWNER'S PRE-OCCUPANCY TRANSITION TRAINING.
      c. INSTRUCTION TO BE PROVIDED BY MANUFACTURER'S CERTIFIED FIELD TECHNICIAN.
      d. INSTRUCTION SHALL INCLUDE LOCATION IDENTIFICATION OF ALL SYSTEM COMPONENTS AND EXPLANATION OF THEIR FUNCTION UTILIZING SUBMITTED O&M MANUALS AS REFERENCE DURING THE DEMONSTRATION AND TOUR.
   3. WARRANTY:
      a. THE SUPPORTING DEVICES AND LABOR FOR INSTALLATION SHALL BE WARRANTED FOR A PERIOD OF NOT LESS THAN 1 YEAR FROM THE DATE OF COMMISSIONING AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP.
      b. THE WARRANTY SHALL NOT DEPRIVE THE OWNER OF OTHER RIGHTS THE OWNER MAY HAVE UNDER OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AND WILL BE IN ADDITION TO AND RUN CONCURRENT WITH OTHER WARRANTIES MADE BY THE CONTRACTOR UNDER THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
   4. OPERATION AND MAINTENANCE MANUALS:
      a. PROVIDE PER REQUIREMENTS LISTED IN 'PROJECT COMPLETION METHODS: O&M MANUALS' SECTION 27 05 00 — TELECOMMUNICATIONS PREMISE WIRING.

28 20 00 VIDEO SURVEILLANCE

A. SCOPE OF WORK:
   1. CONTRACTOR SHALL PROVIDE IP BASED, AXIS VIDEO CAMERA SYSTEM. PROVIDE AND INSTALL IP CAMERA SYSTEM, INCLUDING ALL CAMERAS AND NETWORK STORAGE DEVICES. THE CAMERA SYSTEM SHALL HAVE THE ABILITY TO STORE VIDEO TO ANY NETWORK CONNECTED VIDEO RECORDER.
   2. EQUIPMENT SHALL BE MOUNTED AT THE HEIGHTS SPECIFIED. IF HEIGHT IS NOT SPECIFIED, CAMERA SHALL BE PLACED AT CEILING HEIGHT. ALL VIEWS ARE SUBJECT TO APPROVAL BY OWNER.

B. QUALITY ASSURANCE:
   1. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE CURRENT PRODUCTION OF MANUFACTURERS REGULARLY ENGAGED IN THE MANUFACTURE OF SUCH ITEMS, AND FOR WHICH REPLACEMENT PARTS ARE AVAILABLE.
   2. CERTIFIED INSTALLER QUALIFICATIONS:
      a. A FIRM OR INDIVIDUAL EXPERIENCED IN INSTALLING, ERECTING, OR ASSEMBLING WORK SIMILAR IN MATERIAL, DESIGN, AND EXTENT TO THAT INDICATED FOR THIS PROJECT, WHOSE WORK HAS RESULTED IN CONSTRUCTION WITH A RECORD OF SUCCESSFUL IN-SERVICE PERFORMANCE.

C. GENERAL REQUIREMENTS:
   1. PROVIDE AND INSTALL IP CAMERA EQUIPMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MOUNTING, PROGRAMMING AND INSTALLATION TO RESULT IN A FUNCTIONAL CAMERA SYSTEM.
   2. CORPORATE NETWORK CONNECTIONS:
      a. FOR SYSTEM INSTALLATIONS WHERE INSTALLED COMPONENTS REQUIRE THE USE OF THE OWNER'S CORPORATE NETWORK, CONTRACTOR SHALL PROVIDE THE OWNER'S IT DEPARTMENT THE FOLLOWING BEFORE CONNECTING DEVICES TO THE NETWORK:
         1) CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT INSTALLED NETWORK DEVICES HAVE THE PROPER CONVERTERS OR COORDINATE THE FURNISHING OF REQUIRED INFRASTRUCTURE WITH OWNER'S IT DEPARTMENT.
         2) INSTALLER SHALL PROVIDE A LIST OF ALL NETWORK ENABLED DEVICES, INCLUDING MAC ADDRESSES, STATIC / DYNAMIC ADDRESS REQUIREMENTS IN ELECTRONIC FORMAT TO THE OWNER'S IT DEPARTMENT.
   3. RELATED WORK:
      a. SECTION 27 05 00 — TELECOMMUNICATIONS PREMISE WIRING
   4. SUBMITTALS:
      a. SHOP DRAWINGS:
         1) THE FOLLOWING INFORMATION SHALL BE SUBMITTED:
            A) WIRING DIAGRAM INDICATING WIRE SIZE AND TYPE FOR EACH INDIVIDUAL PIECE OF EQUIPMENT.
            B) COMPLETE RISER DIAGRAM INDICATING ALL EQUIPMENT AND INTERCONNECTING COMPONENTS WITH INDICATION OF LOCATION OF EACH DEVICE.
            C) COMPLETE FRONT ELEVATION DRAWING OF EQUIPMENT RACK AND EXACT COMPONENT LAYOUT WITHIN RACK.
            D) ALL DRAWINGS MUST BE IN CADD OR DWG FORMAT.
            E) BLOCK DIAGRAM INDICATING MAJOR SYSTEM COMPONENTS AND THEIR RELATIONSHIP WITH OTHER COMPONENTS.
            F) OTHER REQUIREMENTS IAW 'GENERAL REQUIREMENTS: SUBMITTALS' SECTION 27 05 00 — TELECOMMUNICATIONS PREMISE WIRING.

D. SYSTEM COMPONENTS:
   1. VIDEO MANAGEMENT SOLUTION
      a. PROVIDE AXIS NVR LOCATED IN THE OFFICE BUILDING MDF RACK. NVR SHALL INCLUDE LICENSES REQUIRED FOR NEW CAMERAS PLUS 20 EXISTING CAMERAS. PROVIDE STORAGE CAPACITY SHALL BE SIZED TO PROVIDE A MINIMUM 30 DAYS OF VIDEO RETENTION FOR. 35 CAMERAS PLUS 25% SPARE. SYSTEM SUPPLIER SHALL SETUP AND PROGRAM RECORDING FOR NEW CAMERAS.
   2. PROVIDE POE EXTENDERS ON CAMERA CABLES OVER 100 METERS.
   3. PROVIDE AXIS ETHERNET SURGE PROTECTORS FOR ALL EXTERIOR CAMERAS.
   4. PROVIDE THE CORRECT AXIS MOUNTING HARDWARE FOR FIELD CONDITIONS.
   5. PROVIDE CAMERAS WHERE SHOWN ON DRAWINGS AND REFER TO CAMERA SCHEDULE ON DRAWINGS FOR CAMERA MODEL NUMBER AND VIEWING ANGLES.
   6. CONTRACTOR SHALL PROVIDE ALTERNATIVE BID PRICING TO INTEGRATE THE EXISTING 20 HIKVISION CAMERAS ONTO THE NEW AXIS DVR.

E. INSTALLATION MEANS AND METHODS:
   1. FIELD MEASUREMENTS:
      a. FIELD VERIFY PROPER HEIGHT AND AIMING IS DONE ON ALL CAMERAS.
      b. FIELD VERIFY PROPER CAMERA LENS IS USED TO ALLOW PROPER VIEWING.
      c. FIELD VERIFY SURFACES WHERE CAMERA WILL BE LOCATED. VERIFY ADEQUATE ROOM FOR RECESSED EQUIPMENT AND VIEWING ANGLES ARE UNOBSTRUCTED. ADJUST LOCATIONS TO SATISFY FIELD MEASUREMENTS.
   2. DELIVERY, STORAGE AND HANDLING:
      a. RECEIVE, SIGN FOR, AND STORE ALL EQUIPMENT IN THIS SECTION.
      b. MAINTAIN ORIGINAL QUALITY AND CONDITION OF EQUIPMENT WHILE IT IS IN STORAGE.
   3. EXECUTION OF WORK:
      a. THE COMPLETE INSTALLATION SHALL BE DONE IN A NEAT, WORKMANLIKE MANNER IN ACCORDANCE WITH ALL APPLICABLE CODES AND THE MANUFACTURER'S RECOMMENDATIONS.
      b. INSTALL ALL MATERIALS, ASSEMBLIES AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS. CONSULT MANUFACTURER FOR ALL WIRING DIAGRAMS, SCHEMATICS, SIZES, OUTLETS, ETC. BEFORE INSTALLING.
      c. MOUNTING HEIGHTS AND LOCATIONS SHOWN ON DRAWINGS AND DETAILS ARE FOR DESIGN CONCEPT; ALL FINAL COMPONENT INSTALLATION TO BE COORDINATED WITH OWNER PRIOR TO ROUGH-IN.
      d. START OF INSTALLATION SHALL NOT BEGIN UNTIL ALL AREAS ARE BROOM CLEAN, PROPERLY LIGHTED, EXTERIOR ENCLOSING WALLS IN PLACE, EXTERIOR WINDOWS GLAZED, ROOF COMPLETELY INSTALLED TO PREVENT WEATHER DAMAGE TO EQUIPMENT.
      e. WORK WITH OWNER'S NETWORK ADMINISTRATOR TO SET UP NETWORK EQUIPMENT TO ALLOW VIEWING OF SECURITY CAMERA PICTURES ON OWNER'S LAN SYSTEM.
   4. CLEANING:
      a. PRIOR TO TURNING THE SYSTEM OVER TO THE OWNER, THE SYSTEM SHALL BE PHYSICALLY CLEANED.
      b. ALL APPEARANCE DEFECTS SHALL BE CAREFULLY AND PROFESSIONALLY TOUCHED UP SO THAT THE EQUIPMENT IS IN "FACTORY NEW" CONDITION.
      c. AT THE COMPLETION OF THE WORK, REMOVE FROM THE BUILDING AND THE PREMISES ALL RUBBISH AND DEBRIS RESULTING FROM THE WORK.
   5. CONDUIT, CABLE SUPPORTS AND RACEWAYS
      a. REFERENCE 'INSTALLATION MEANS AND METHODS: CONDUIT AND RACEWAYS' SECTION 27 05 00 — TELECOMMUNICATIONS PREMISE WIRING.
   6. CABLE:
      a. CAMERA CABLE:
         1) REFERENCE SPECIFICATION SECTION 27 05 00 TELECOMMUNICATION PREMISE WIRING.
         2) USE UL-LISTED PLENUM CABLE IN ENVIRONMENTAL AIR SPACES, INCLUDING PLENUM CEILINGS.
         3) ALL WIRE RUNS SHALL BE CONTINUOUS LENGTHS, WITHOUT SPLICES.
         4) ALL WIRING SYSTEMS SHALL BE COLOR CODED PER SPECIFICATION SECTION 27 05 00 TELECOMMUNICATION PREMISE WIRING.
      b. SUPPORT AND TERMINATION
         1) ALL CONTROL WIRING SYSTEMS SHALL USE STRANDED COPPER CONDUCTORS TERMINATED WITH CRIMP CONNECTORS OR LUGS, CORRECTLY SIZED FOR THE TERMINATION, AND APPLIED TO THE CONDUCTOR WITH A CRIMPING TOOL INTENDED FOR USE WITH THE LUG USED, OR TO TERMINAL STRIPS PROVIDING 360 DEGREE CAPTURE OF THE WIRE.
         2) WITHIN EQUIPMENT CABINETS, ALL WIRES AND CABLES SHALL BE CONTAINED IN WIRE MANAGEMENT CHANNELS SUCH AS PANDUIT OR EQUAL AND DRESSED AND LABELED IN SUCH A MANNER THAT ALL WIRES MAY BE EASILY TRACED, AND SUCH THAT THEY DO NOT OBSTRUCT ACCESS TO COMPONENTS WHICH MAY NEED TO BE REPLACED OR SERVICED.
   7. GROUNDING:
      a. ALL EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH NEC, SECTION 27 05 26 GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS AND THE EQUIPMENT SUPPLIER'S RECOMMENDATIONS.
         1) EACH CABINET FRAME SHALL BE GROUNDED. EQUIPMENT CABINETS SHALL BE BONDED DIRECTLY TO THE BUILDING ELECTRODE GROUNDING.
         2) ALL EXTERIOR PANELS OF CABINETS SHALL BE BONDED TO THE CABINET FRAME.
         3) ALL EQUIPMENT INSTALLED IN A CABINET SHALL BE BONDED TO THE CABINET FRAME.

F. PROJECT COMPLETION METHODS:
   1. CLEAN-UP:
      a. PER 'PROJECT COMPLETION METHODS: CLEAN UP' SECTION 27 05 00 — TELECOMMUNICATIONS PREMISE WIRING
   2. TESTING AND COMMISSIONING
      a. ALL PROGRAMMING THAT IS REQUIRED FOR INSTALLATION SHALL BE PERFORMED BY A VIDEO MANAGEMENT SOFTWARE TECHNICIAN CERTIFIED BY THE VIDEO MANAGEMENT SOLUTION MANUFACTURER. MEET WITH THE OWNER TO DETERMINE IF THERE ARE ANY EXTRAORDINARY PROGRAMMING CIRCUMSTANCES. THE SUPPLIER SHALL GO OVER THE ENTIRE SEQUENCE OF OPERATION OF THE SYSTEM AND EXPLAIN WHAT THE VARIOUS PROGRAMMING SEQUENCES ARE.
      b. PRIOR TO SYSTEM ACCEPTANCE BY OWNER, SYSTEM SHALL BE OPERATED FOR A MINIMUM OF SEVEN (7) CONSECUTIVE DAYS WITH NO ISSUES.
      c. PROVIDE TWO (2) ONE-HOUR MINIMUM TRAINING SESSIONS ON DAYS AND TIMES SET BY THE OWNER. THESE SHOULD BE SCHEDULED AS PART OF THE OWNER'S PRE-OCCUPANCY TRANSITION TRAINING.
      d. INSTRUCTION TO BE PROVIDED BY MANUFACTURER'S CERTIFIED FIELD TECHNICIAN.
      e. INSTRUCTION SHALL INCLUDE LOCATION IDENTIFICATION OF ALL SYSTEM COMPONENTS AND EXPLANATION OF THEIR FUNCTION UTILIZING SUBMITTED O&M MANUALS AS REFERENCE DURING THE DEMONSTRATION AND TOUR.
   3. WARRANTY:
      a. THE SUPPORTING DEVICES AND LABOR FOR INSTALLATION SHALL BE WARRANTED FOR A PERIOD OF NOT LESS THAN 1 YEAR FROM THE DATE OF COMMISSIONING AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP.
      b. THE WARRANTY SHALL NOT DEPRIVE THE OWNER OF OTHER RIGHTS THE OWNER MAY HAVE UNDER OTHER PROVISIONS OF THE CONTRACT DOCUMENTS AND WILL BE IN ADDITION TO AND RUN CONCURRENT WITH OTHER WARRANTIES MADE BY THE CONTRACTOR UNDER THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
   4. OPERATION AND MAINTENANCE MANUALS:
      a. PROVIDE PER REQUIREMENTS LISTED IN 'PROJECT COMPLETION METHODS: O&M MANUALS' SECTION 27 05 00 — TELECOMMUNICATIONS PREMISE WIRING.

ALTERNATE BIDS

SEE SHEET T2.0

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2143080

SHEET NUMBER
E0.4

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GENERAL NOTES

- VERIFY ALL EXPOSED CONDUIT ROUTING WITH ARCHITECT/ENGINEER WHERE CONDUIT IS EXPOSED IN FINISHED ROOMS.
- COORDINATE LIGHT FIXTURE LOCATIONS IN MECHANICAL EQUIPMENT ROOMS WITH OTHER CONTRACTORS PRIOR TO ROUGH IN.
- CIRCUIT ALL EXIT LIGHTS THIS SHEET TO ___.
- WIRE EMERGENCY LIGHTS UNSWITCHED TO LIGHTING CIRCUIT SERVING SAME ROOM, OR TO "NIGHT LIGHT" CIRCUIT WHEN AVAILABLE.
- LOCATE EXTERIOR EGRESS LIGHT AT SINGLE WYTHE MASONRY CONSTRUCTION MIN. 12" ABOVE FLASHING AT DOOR HEAD.
- EXIT LIGHT CONDUIT AT SINGLE WYTHE MASONRY CONSTRUCTION SHALL NOT PENETRATE FLASHING ABOVE DOOR HEAD IF EXIT LIGHT IS WALL MOUNTED.
- SEE HVAC PLANS FOR AREAS THAT ARE USED AS A RETURN AIR PLENUM. PROVIDE PLENUM RATED CONSTRUCTION.
- SEE ARCHITECTURAL REFLECTED CEILING AND ELEVATION PLANS FOR LOCATION OF ALL LIGHTING FIXTURES. LOCATE FIXTURES IN ACCORDANCE WITH CEILING AND ELEVATION PLANS.
- DEVICE LOCATIONS MAY BE DISTORTED FOR CLARITY. LOCATE DEVICES SYMMETRICALLY WITH THE ARCHITECTURAL ELEMENTS.
- SEE LIGHTING FIXTURE LEGEND FOR FIXTURE WIRING INFORMATION.

KEYED NOTES

1. ROUTE CIRCUIT THRU TIME CLOCK CONTROLLED RELAY. SEE DETAIL.
2. TIMECLOCK OVERRIDE SWITCH. SEE TIMECLOCK OVERRIDE KEY. PROVIDE LABEL "TIMECLOCK OVERRIDE SWITCH".
3. PROVIDE EXTERIOR LIGHTING TIMECLOCK DEVICE AND CONTACTOR. EXTERIOR LIGHTING CIRCUITS SHALL BE ROUTED THROUGH TIMECLOCK DEVICE.
4. PROVIDE REMOTE MOUNT LED DRIVER IOTA-CP12 IN NEMA1 ENCLOSURE. MOUNT ON WALL ABOVE ACCESSIBLE CEILING DRIVER TO PROVIDE EMERGENCY POWER FIXTURE TYPE "C16E" AND "WP1".

NORTH

FIRST FLOOR PLAN - LIGHTING

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

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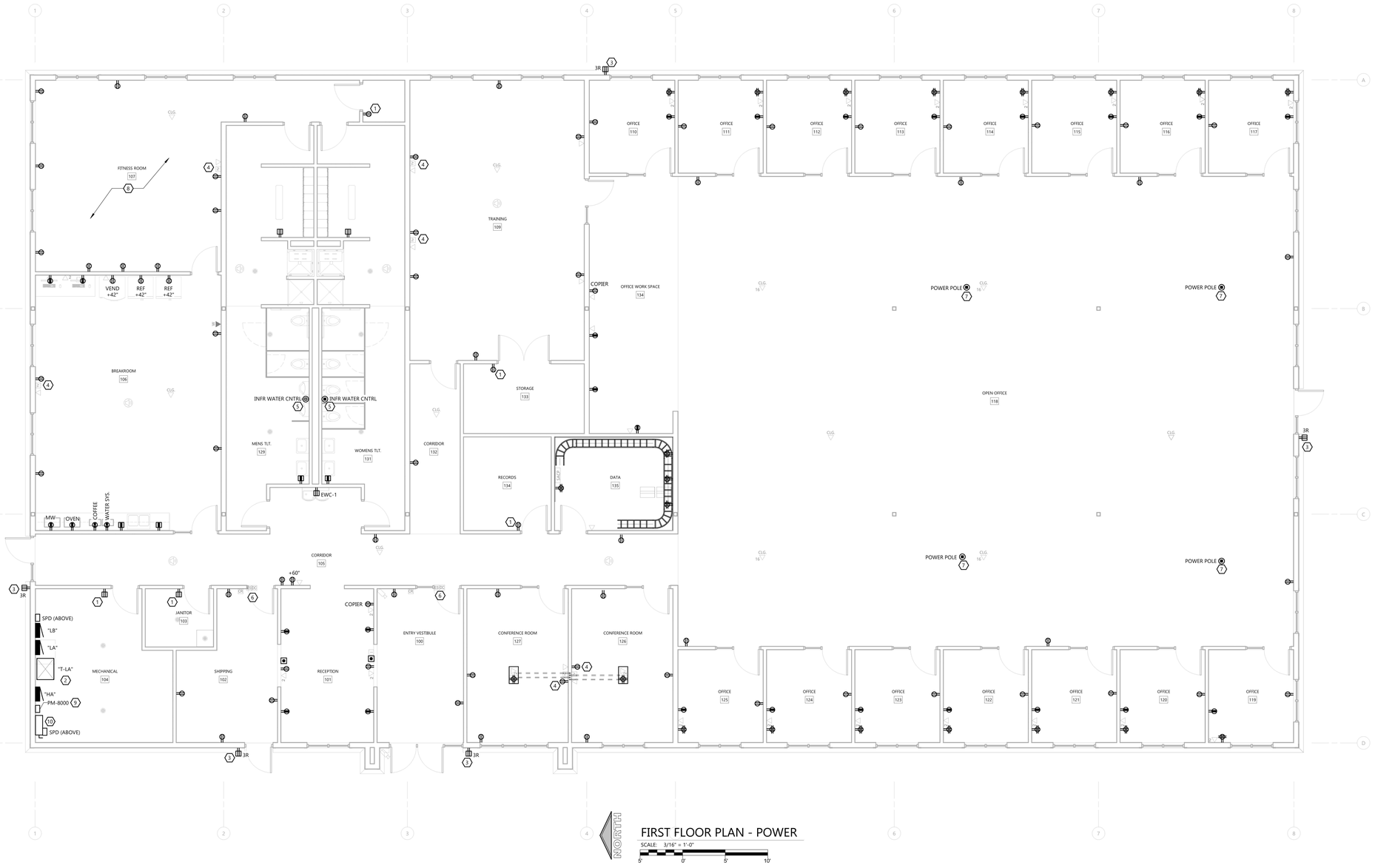
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ELECTRICAL FIRST FLOOR PLAN - LIGHTING

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NORTH

FIRST FLOOR PLAN - POWER

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

GENERAL NOTES

- VERIFY ALL EXPOSED CONDUIT ROUTING WITH ARCHITECT/ENGINEER WHERE CONDUIT IS EXPOSED IN FINISHED ROOMS.
- EXTERIOR RECEPTACLES SHALL BE GFI TYPE. PROVIDE PASS & SEYMOUR SERIES "WI LC" OR EQUIVALENT COVER. (PER NEC 406.8(B) AND AHJ). COLOR SHALL BE SELECTED BY ARCHITECT.
- ROUGH-IN RECEPTACLES FOR ELECTRIC WATER COOLERS (EWC) BEHIND UNIT. VERIFY LOCATION PRIOR TO ROUGH-IN.
- PROVIDE GFI PROTECTION FOR ALL SINGLE PHASE RECEPTACLES IN THE FOLLOWING LOCATIONS: BATHROOMS, KITCHENS, ROOFS, LOCKER ROOMS & SHOWERING FACILITIES, SERVING WATER COOLERS & VENDING MACHINES WITHIN 6'-0" OF A SINK, AND ALL OTHER WET LOCATIONS.
- SEE SHEET E4.0 FOR BRANCH CIRCUIT FEEDER SIZES.
- DEVICE LOCATIONS MAY BE DISTORTED FOR CLARITY. LOCATE DEVICES SYMMETRICALLY WITH THE ARCHITECTURAL ELEMENTS.
- SEE HVAC AND PLUMBING PLANS FOR LOCATIONS OF HEATING, VENTILATING, AIR CONDITIONING AND PLUMBING EQUIPMENT. DO NOT REFERENCE ELECTRICAL DRAWINGS FOR EXACT LOCATION.
- SEE HVAC SHEET PLANS FOR AREAS THAT ARE USED AS A RETURN AIR PLENUM. PROVIDE PLENUM RATED CONSTRUCTION.

KEYNOTES

ALL KEYNOTES MAY NOT APPEAR ON THIS SHEET.

1. INSTALL RECEPTACLE IN SAME BOX AS LIGHT SWITCH.
2. COORDINATE CONCRETE PAD REQUIREMENTS WITH GC. CONCRETE PAD BY GC.
3. PROVIDE ARLINGTON "IN BOX" SERIES EXTERIOR BOX AND COVER. PAINT TO MATCH BUILDING EXTERIOR. COORDINATE COLOR WITH ARCHITECT.
4. PROVIDE RECESSED COMMON POWER/TV/DATA BACK BOX. COORDINATE MOUNTING HEIGHT WITH OWNER PRIOR TO ROUGH-IN. PROVIDE 1-1/4" CONDUIT TO TV BOX TO ABOVE SUSPENDED CEILING.
5. APPROXIMATE PLUMBING INFRARED SENSOR TRANSFORMER LOCATION. SEE INFRARED WATER CONTROL DETAIL.
6. PROVIDE POWER FOR ELECTRIC DOOR STRIKE FROM NEAREST RECEPTACLE.
7. POWER POLE FOR MODULA FURNITURE POWER FURNISHED BY EM INSTALLED BY EC. VERIFY EXACT LOCATION OF MODULAR FURNITURE PRIOR TO INSTALLATION.
8. EC TO FIELD VERIFY ALL RECEPTACLE PLUG CONFIGURATIONS ELECTRICAL REQUIREMENTS AND MOUNTING LOCATIONS FOR ALL OWNER PROVIDED EQUIPMENT PRIOR TO ROUGH-IN IN THIS AREA.
9. METER REFERENCE VOLTAGE SHALL BE FROM PANEL "HA".
10. PROVIDE SERVICE ENTRANCE GROUND BAR 18" AFF. SERVICE ENTRANCE GROUND BAR SHALL BE BONDED TO THE SERVICE GROUND USING 4/0 BARE COPPER WIRE. SEE DETAILS.

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PROFESSIONAL SEAL

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SHEET NUMBER
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ELECTRICAL FIRST FLOOR PLAN - POWER

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NORTH

FIRST FLOOR PLAN - SYSTEMS

SCALE: 3/16" = 1'-0"

5' 0' 5' 10'

GENERAL NOTES

- VERIFY ALL EXPOSED CONDUIT ROUTING WITH ARCHITECT/ENGINEER WHERE CONDUIT IS EXPOSED IN FINISHED ROOMS.
- ALL ITEMS OR DEVICES SHOWN "DARKER" ARE NEW LOW VOLTAGE DEVICES. ALL ITEMS OR DEVICES SHOWN "LIGHTER" ARE POWER DEVICES. POWER DEVICES ARE SHOWN FOR REFERENCE ONLY. REFER TO POWER SHEETS FOR MORE INFORMATION.

KEYNOTES

ALL KEYNOTES MAY NOT APPEAR ON THIS SHEET.

1. PROVIDE NEW TELEPHONE AND INTERNET SERVICE PROVIDER TELEPHONE DEMARC. PROVIDE LIGHTNING PROTECTION DEVICE FOR INCOMING TELEPHONE SERVICE AND FACILITY BACKBONE CABLING.
2. PROVIDE 110 STYLE CROSSOVER TERMINATION BLOCKS FOR TELEPHONE SERVICE AND BACKBONE CABLE FROM OUTPUT OF LIGHTNING PROTECTION DEVICE.
3. PROVIDE MAIN TELECOM GROUND BAR IN IT ROOM 18" AFF. SEE DETAIL.
4. PROVIDE 84" FULL HEIGHT RACK FOR TELECOM DEVICE TERMINATIONS. PROVIDE ONE 48 PORT FIBER OPTIC PATCH PANEL AND (3) 48 PORT CAT 6 PATCH PANELS FOR OFFICE STATION CABLING. RACK SHALL CONTAIN (2) 48 PORT NETWORK SWITCHES PROVIDED BY THE OWNER. INSTALL OWNER FURNISHED RACK MOUNT UPS DEVICE AT BOTTOM OF RACK AND (2) PDU SURGE SUPPRESSION DEVICES IN RACK. PDU SHALL BE POWERED FROM ASSOCIATED RACK MOUNTED UPS. PROVIDE VERTICAL CABLE MANAGEMENT BETWEEN EACH NETWORK SWITCH AND CABLE PATCH PANEL.
5. ACCESS CONTROL SYSTEM CONTROL PANEL AND POWER SUPPLY SHALL BE MOUNTED ON PLYWOOD.
6. POWER POLE FOR MODULAR FURNITURE DATA FURNISHED BY EM INSTALLED BY EC. VERIFY EXACT LOCATIONS OF MODULAR FURNITURE PRIOR TO INSTALLATION.
7. PROVIDE NEW AI-PHONE INTERCOM AND GATE OPEN SYSTEM TO CONTROL ENTRANCE GATES. EXISTING GATE INTERCOM SYSTEMS AND GATE RELEASE CONNECTED TO NEW DEVICE.
8. DOOR 100C RELEASE PUSHBUTTON
9. PROVIDE 12" WIDE RUN STYLE LADDER TRAY 8'-0" AFF.
10. PROVIDE EMT HORIZONTAL CONDUIT SLEEVES QUANTITY AS SHOWN THROUGH TELECOM WALL ABOVE SUSPENDED CEILING.
11. PROVIDE 3/4" FIRE RATED PLYWOOD BACK BOARD FROM 12" AFF. TO 84" AFF.
12. DOOR 102B RELEASE PUSHBUTTON.

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WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

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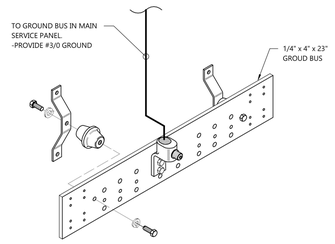
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2143080

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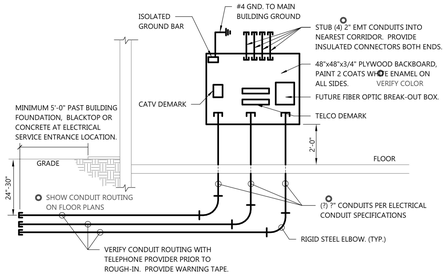
ELECTRICAL FIRST FLOOR PLAN - SYSTEMS

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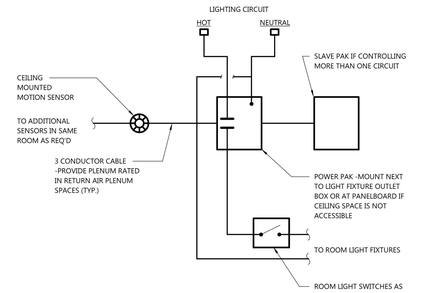


4 E3.0 TELECOM GROUNDING DETAIL
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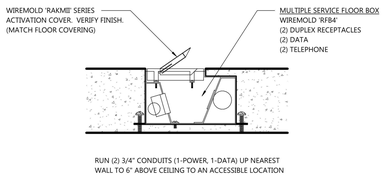


NOTES:
- PROVIDE GROUNDING INSULATING BUSHING ON ALL STEEL CONDUIT STUBS. MINIMUM 5'-0" PAST BUILDING FOUNDATION, BLACKTOP OR CONCRETE AT ELECTRICAL SERVICE ENTRANCE LOCATION.

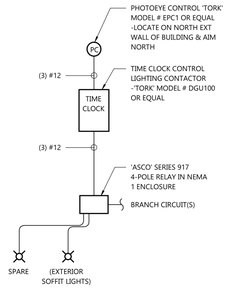
3 E3.0 TELEPHONE BOARD DETAIL
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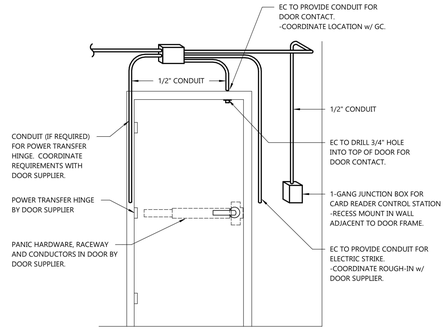
2 E3.0 MOTION SENSOR DETAIL
NOT TO SCALE



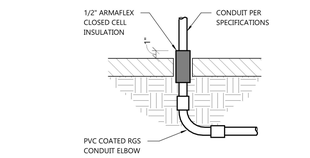
7 E3.0 RECESSED COMB. POWER/DATA FLOOR BOX
NOT TO SCALE



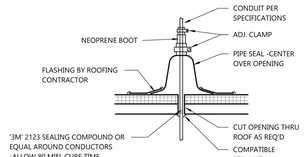
6 E3.0 EXTERIOR LIGHTING CONTROL DETAIL
NOT TO SCALE



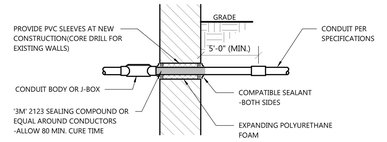
5 E3.0 CARD READER DOOR CONTACT/STRIKE DETAIL
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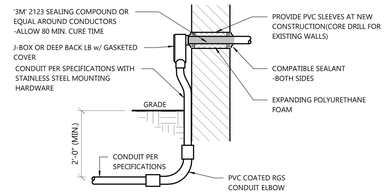
SLAB ON GRADE FLOORS



MEMBRANE ROOF



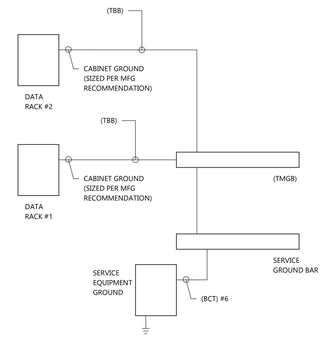
BELOW GRADE WALLS



ABOVE GRADE WALLS

NOTES:
- SEE SPECIFICATIONS FOR CONDUIT MATERIAL BEYOND COUPLINGS.
- SEE SPECIFICATIONS FOR INTERIOR WALL AND FLOOR PENETRATION REQ'S.

1 E3.0 CONDUIT PENETRATION DETAILS
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8 E3.0 TELECOM BONDING AND GROUNDING DETAIL
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WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
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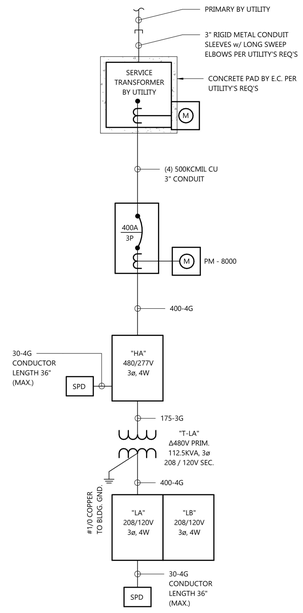
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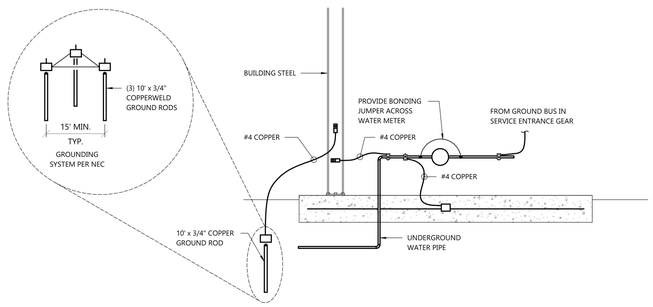
ELECTRICAL DETAILS

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ONELINE DIAGRAM

NOT TO SCALE



1 E4.0 GROUNDING SYSTEM RISER DETAIL

NOT TO SCALE

BRANCH CIRCUIT FEEDER SCHEDULE		
AMP / POLE	CONDUIT SIZE	CONDUCTORS & GROUNDING CONDUCTOR SIZES
15A/1P OR 15A/2P	1/2"	(2) #12 & #12 GND
20A/1P OR 20A/2P	1/2"	(2) #12 & #12 GND
15A/3P OR 20A/3P	1/2"	(3) #12 & #12 GND
25A/1P OR 25A/2P	3/4"	(2) #10 & #10 GND
30A/1P OR 30A/2P	3/4"	(2) #10 & #10 GND
25A/3P OR 30A/3P	3/4"	(3) #10 & #10 GND
35A/1P OR 35A/2P	3/4"	(2) # 8 & #10 GND
40A/1P OR 40A/2P	3/4"	(2) # 8 & #10 GND
35A/3P OR 40A/3P	3/4"	(3) #8 & #10 GND
45A/1P OR 45A/2P	1"	(2) #6 & #10 GND
45A/3P OR 50A/3P	1"	(3) #6 & #10 GND
50A/1P OR 50A/2P	1"	(2) #6 & #10 GND
60A/1P OR 60A/2P	1"	(2) #4 & #8 GND
60A/3P	1-1/4"	(3) #4 & #8 GND
70A/3P OR 80A/3P	1-1/4"	(3) #4 & #8 GND
90A/3P	1-1/4"	(3) #3 & #8 GND
100A/3P OR 110A/3P	1-1/2"	(3) #2 & #6 GND
125A/3P	1-1/2"	(3) #1 & #6 GND
- PROVIDE BRANCH CIRCUIT FEEDERS AS NOTED ABOVE, UNLESS NOTED OTHERWISE		

3 ø FEEDER SCHEDULES - COPPER					
3 WIRE FEEDERS			4 WIRE FEEDERS		
FEEDER DESIGNATION	CONDUIT SIZE(S)	CONDUCTORS & GROUNDING CONDUCTOR(S) SIZES	FEEDER DESIGNATION	CONDUIT SIZE(S)	CONDUCTORS & GROUNDING CONDUCTOR(S) SIZES
20 - 3G	3/4"	(3) #12 & #12 GND	20 - 4G	3/4"	(4) #12 & #12 GND
25 - 3G	3/4"	(3) #10 & #10 GND	25 - 4G	3/4"	(4) #10 & #10 GND
30 - 3G	3/4"	(3) #10 & #10 GND	30 - 4G	3/4"	(4) #10 & #10 GND
35 - 3G	3/4"	(3) #10 & #10 GND	35 - 4G	3/4"	(4) #10 & #10 GND
40 - 3G	1"	(3) #8 & #10 GND	40 - 4G	1"	(4) #8 & #10 GND
45 - 3G	1"	(3) #8 & #10 GND	45 - 4G	1"	(4) #8 & #10 GND
50 - 3G	1"	(3) #8 & #10 GND	50 - 4G	1"	(4) #8 & #10 GND
60 - 3G	1"	(3) #6 & #8 GND	60 - 4G	1"	(4) #6 & #8 GND
65 - 3G	1"	(3) #6 & #8 GND	65 - 4G	1"	(4) #6 & #8 GND
70 - 3G	1"	(3) #4 & #8 GND	70 - 4G	1-1/4"	(4) #4 & #8 GND
80 - 3G	1"	(3) #4 & #8 GND	80 - 4G	1-1/4"	(4) #4 & #8 GND
90 - 3G	1-1/4"	(3) #3 & #8 GND	90 - 4G	1-1/4"	(4) #3 & #8 GND
100 - 3G	1-1/4"	(3) #3 & #8 GND	100 - 4G	1-1/4"	(4) #3 & #8 GND
110 - 3G	1-1/4"	(3) #2 & #6 GND	110 - 4G	1-1/2"	(4) #2 & #6 GND
125 - 3G	1-1/4"	(3) #1 & #6 GND	125 - 4G	1-1/2"	(4) #1 & #6 GND
150 - 3G	1-1/2"	(3) #1/0 & #6 GND	150 - 4G	2"	(4) #1/0 & #6 GND
175 - 3G	2"	(3) #2/0 & #6 GND	175 - 4G	2"	(4) #2/0 & #6 GND
200 - 3G	2"	(3) #3/0 & #4 GND	200 - 4G	2"	(4) #3/0 & #4 GND
225 - 3G	2"	(3) #4/0 & #4 GND	225 - 4G	2-1/2"	(4) #4/0 & #4 GND
250 - 3G	2-1/2"	(3) 250 KCMIL & #4 GND	250 - 4G	3"	(4) 250 KCMIL & #4 GND
300 - 3G	2-1/2"	(3) 350 KCMIL & #3 GND	300 - 4G	3"	(4) 350 KCMIL & #3 GND
350 - 3G	3"	(3) 500 KCMIL & #3 GND	350 - 4G	3-1/2"	(4) 500 KCMIL & #3 GND
400 - 3G	(2) 2"	2 SETS OF (3) #3/0 & #2 GND	400 - 4G	(2) 2-1/2"	2 SETS OF (4) #3/0 & #2 GND
450 - 3G	(2) 2-1/2"	2 SETS OF (3) #4/0 & #2 GND	450 - 4G	(2) 2-1/2"	2 SETS OF (4) #4/0 & #2 GND
500 - 3G	(2) 2-1/2"	2 SETS OF (3) 250 KCMIL & #2 GND	500 - 4G	(2) 3"	2 SETS OF (4) 250 KCMIL & #2 GND
550 - 3G	(2) 2-1/2"	2 SETS OF (3) 300 KCMIL & #1 GND	550 - 4G	(2) 3"	2 SETS OF (4) 300 KCMIL & #2 GND
600 - 3G	(2) 3"	2 SETS OF (3) 350 KCMIL & #1 GND	600 - 4G	(2) 3"	2 SETS OF (4) 350 KCMIL & #1 GND
700 - 3G	(2) 3"	2 SETS OF (3) 500 KCMIL & #1/0 GND	700 - 4G	(2) 3-1/2"	2 SETS OF (4) 500 KCMIL & #1/0 GND
800 - 3G	(3) 3"	3 SETS OF (3) 300 KCMILs #1/0 GND	800 - 4G	(3) 3"	3 SETS OF (4) 300 KCMIL & #1/0 GND
900 - 3G	(3) 3"	3 SETS OF (3) 350 KCMIL & #2/0 GND	900 - 4G	(3) 3"	3 SETS OF (4) 350 KCMIL & #2/0 GND
1000 - 3G	(3) 3"	3 SETS OF (3) 400 KCMIL & #2/0 GND	1000 - 4G	(3) 3-1/2"	3 SETS OF (4) 400 KCMIL & #2/0 GND
1200 - 3G	(4) 3"	4 SETS OF (3) 350 KCMIL & #3/0 GND	1200 - 4G	(4) 3"	4 SETS OF (4) 350 KCMIL & #3/0 GND
1600 - 3G	(4) 4"	4 SETS OF (3) 600 KCMILs & #4/0 GND	1600 - 4G	(4) 4"	4 SETS OF (4) 600 KCMIL & #4/0 GND
2000 - 3G	(6) 3"	6 SETS OF (3) 400 KCMIL & 250 KCMIL GND	2000 - 4G	(6) 3-1/2"	6 SETS OF (4) 400 KCMIL & 250 KCMIL GND
- CONDUCTOR SIZES LISTED ABOVE ARE FOR COPPER THHN/XHHW. CONTRACTOR SHALL ADJUST ACCORDINGLY FOR DIFFERENT WIRING TYPES.					
- CONTRACTOR SHALL MAKE ADJUSTMENTS TO FEEDERS SIZES FOR AMBIENT TEMPERATURES AND VOLTAGE DROP ACCORDINGLY.					
- WHERE PARALLEL CONDUCTORS ARE INDICATED, THE CONTRACTOR SHALL VERIFY LUG CONFIGURATIONS OF EQUIPMENT BEING CONNECTED.					
- EQUIPMENT GROUNDING CONDUCTOR SIZE MAY BE REDUCED BASE ON OVERCURRENT AND/OR GROUND FAULT PROTECTION EQUIPMENT (NEC 250).					

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PROJECT INFORMATION

PROPOSED OFFICE BUILDING FOR:
HYDRITE CHEMICAL COMPANY
WATERLOO, IA

PROFESSIONAL SEAL

PRELIMINARY DATES
SEPT. 23, 2021

NOT FOR CONSTRUCTION

JOB NUMBER
2143080

SHEET NUMBER
E4.0

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LIGHT FIXTURE SCHEDULE											
TYPE	DESCRIPTION	VOLTAGE	LIGHT SOURCE	CCT	FIXTURE WATTS	MIN. LUMENS	MANUFACTURER SERIES - BASIS OF DESIGN	ALTERNATE MANUF. #1	ALTERNATE MANUF. #2	ALTERNATE MANUF. #3	REMARKS
C1	SHOWER LIGHT - IC RATED	277 V	LED	4,000K	15 VA	-	PATHWAY / 6VLFLX SERIES	GOTHAM / EVO SERIES	LIGHTOLIER / C6 SERIES	PRESCOLITE / LF6LED SERIES	
C16	6" ROUND RECESSED DOWNLIGHT - LED - DIMMABLE - CLEAR ALZAK REFLECTOR - WHITE PAINTED FLANGE	277 V	LED	4,000K	15 VA	1,500	PATHWAY / 6VLFLX SERIES	GOTHAM / EVO SERIES	LIGHTOLIER / C6 SERIES	PRESCOLITE / LF6LED SERIES	
C16E	6" ROUND RECESSED DOWNLIGHT - LED - DIMMABLE - CLEAR ALZAK REFLECTOR - WHITE PAINTED FLANGE - EMERGENCY BATTERY	277 V	LED	3,500K	15 VA	1,500	PATHWAY / 6VLFLX SERIES	GOTHAM / EVO SERIES	LIGHTOLIER / C6 SERIES	PRESCOLITE / LF6LED SERIES	
EM1	WALL BATTERY EMERGENCY LIGHT - WHITE HOUSING - SELF-DIAGNOSTICS	277 V	LED	-	5 VA	-	SURE-LITES / CC7 SERIES	LITHONIA / ELM6 SERIES	MCPHILBEN / CTX SERIES	DUAL-LITE / CV SERIES	3
EMR2	WALL BATTERY EMERGENCY LIGHT (NO HEADS)	277 V	LED	-	5 VA	-	SURE-LITES / NCB SERIES	LITHONIA / ELT50 SERIES	CHLORIDE / 6MF SERIES	BEGHELLI / ESM SERIES	
LS.30	2X2 LAY-IN TROFFER - LED - DIMMABLE - PAF	277 V	LED	4,000K	25 VA	3,000	DAY-BRITE / EVO-GRID SERIES	-	-	-	
LS.38	2X2 LAY-IN TROFFER - LED - DIMMABLE - PAF	277 V	LED	4,000K	33 VA	4,000	METALUX / 24CZ SERIES	-	-	-	
L31	SINGLE HEAD POLE MTD LED CUT-OFF, TYPE IV DIST. - DARK BRONZE	277 V	LED	4,000K	135 VA	-	CREE / STR-LWY SERIES	-	-	-	
LS4	4' SURFACE MOUNTED STRIP - LED - DIMMABLE - WHITE HOUSING - FROSTED LENS	277 V	LED	4,000K	35 VA	4,000	METALUX / 4SNLED SERIES	LITHONIA / ZL1D SERIES	DAY-BRITE / LF SERIES	COLUMBIA / LCL SERIES	
WP1	EXTERIOR LED FULL CUT-OFF WALL PAK	277 V	LED	4,000K	13 VA	2,000	METALUX / GLON SERIES				
X2	DOUBLE FACE POLYCARBONATE EXIT - W/BATTERY - RED LETTERS - SELF-DIAGNOSTICS	277 V	LED	-	5 VA	-	SURE-LITES / LPX SERIES	LITHONIA / LQM SERIES	CHLORIDE / VEGWEM SERIES	DUAL-LITE / LX SERIES	
XE	COMBO SINGLE FACE EXIT W/EM. HEADS - W/ BATTERY - RED LETTERS - THERMOPLASTIC WHITE HOUSING - SELF DIAGNOSTICS	277 V	LED	-	5 VA	-	SURE-LITES / LPX SERIES	LITHONIA / LHQM SERIES	CHLORIDE / CCTXL SERIES	DUAL-LITE / CVT SERIES	
XER	COMBO SINGLE FACE EXIT W/EM. HEADS - W/ BATTERY - RED LETTERS - THERMOPLASTIC WHITE HOUSING - REMOTE CAPACITY - SELF DIAGNOSTICS	277 V	LED	-	5 VA	-	SURE-LITES / LPX SERIES	LITHONIA / LHQM SERIES	CHLORIDE / CCTXL SERIES	DUAL-LITE / CVT SERIES	

GENERAL NOTES

- FIXTURE MODEL NUMBER MAY NOT REFLECT ALL MOUNTING HARDWARE. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL NECESSARY MOUNTING EQUIPMENT, LENSES, STEMS, SAFETY CHAINS, END PLATES, AND ALL OTHER HARDWARE NECESSARY FOR A COMPLETE FIXTURE INSTALLATION. SEE MOUNTING DETAILS WHEN APPLICABLE.
- LINE VOLTAGE DRIVERS MAY BE SUBSTITUTED FOR "UNIVERSAL" OR "MULTI-VOLTAGE" DRIVERS.
- ALL LIGHT FIXTURE POLES SHALL BE RATED FOR WIND ZONE SITE IS LOCATED IN OR 100 MPH WINDS WHICHEVER IS GREATER.
- ALL FIXTURES SHALL BE UL OR ETL LISTED.
- ALL FIXTURES IN DIRECT CONTACT WITH INSULATION SHALL BE IC RATED OR INSULATION SHALL BE KEPT A MINIMUM OF 3" FROM ALL SIDES OF FIXTURES.
- ALL LINEAR LAMP AND BALLAST COMBINATIONS SHALL BE FOCUS ON ENERGY COMPLIANT.

LED REQUIREMENTS

- ALL LED FIXTURES SHALL BE 3500K WITH A MINIMUM 80 PERCENT COLOR RENDERING INDEX UNLESS NOTED OTHERWISE.
- PROVIDE DIMMABLE DRIVERS FOR ALL FIXTURE TYPES SHOWN TO BE "DIMMABLE".
- CONTRACTOR SHALL VERIFY WITH THEIR SUPPLIER(S) THAT ALL DIMMERS AND DIMMABLE FIXTURES ARE 100% COMPATIBLE.
- PROVIDE DUAL CIRCUIT TYPE DRIVERS OR TWO DRIVERS PER FIXTURES WHEN FIXTURES ARE SHOWN ON PLANS TO BE "DUAL LEVEL" SWITCHED.
- ALL LED FIXTURES SHALL HAVE MINIMUM 50,000 L70.

REMARKS:

(1) SUBSTITUTES SHALL BE EQUIVALENT TO MODEL NUMBER SHOWN, AND APPROVED BY ARCHITECT PRIOR TO SHOP DRAWING SUBMITTAL.

(2) PROVIDE FUSEBLOCK IN HANDHOLE OF POLE.

(3) PROVIDE MINIMUM 12W LAMPHEADS FOR EMERGENCY LIGHTS.

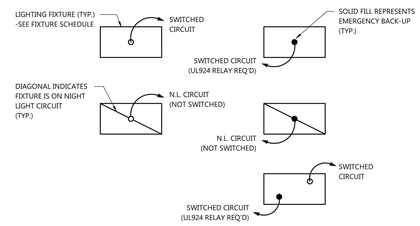
(4) SEE "EXTERIOR EMERGENCY LIGHTING DETAIL".

(5) PROVIDE UL924 LISTED EMERGENCY DRIVER TO LIGHT LED FIXTURE DURING LOSS OF NORMAL POWER.

(6) PROVIDE MANUFACTURERS STANDARDS LENGTHS OF TRACK TO MATCH LENGHTS SHOWN ON PLANS. PROVIDE ALL SUPPORTS, CONNECTORS AND POWER SUPPLIES FOR A COMPLETE AND WORKING SYSTEM.

(7) EC SHALL COORDINATE VOLTAGE OF REMOTE LAMPS AND BATTERY UNITS FEEDING REMOTE LAMPS.

LIGHTING FIXTURE LEGEND



NOTE:
ADDITIONAL DRIVERS SHALL NOT BE NEEDED FOR EMERGENCY FIXTURES. REFER TO "EMERGENCY LIGHTING CONTROL DETAIL" FOR MORE INFORMATION.

ELECTRICAL LIGHT FIXTURE SCHEDULE

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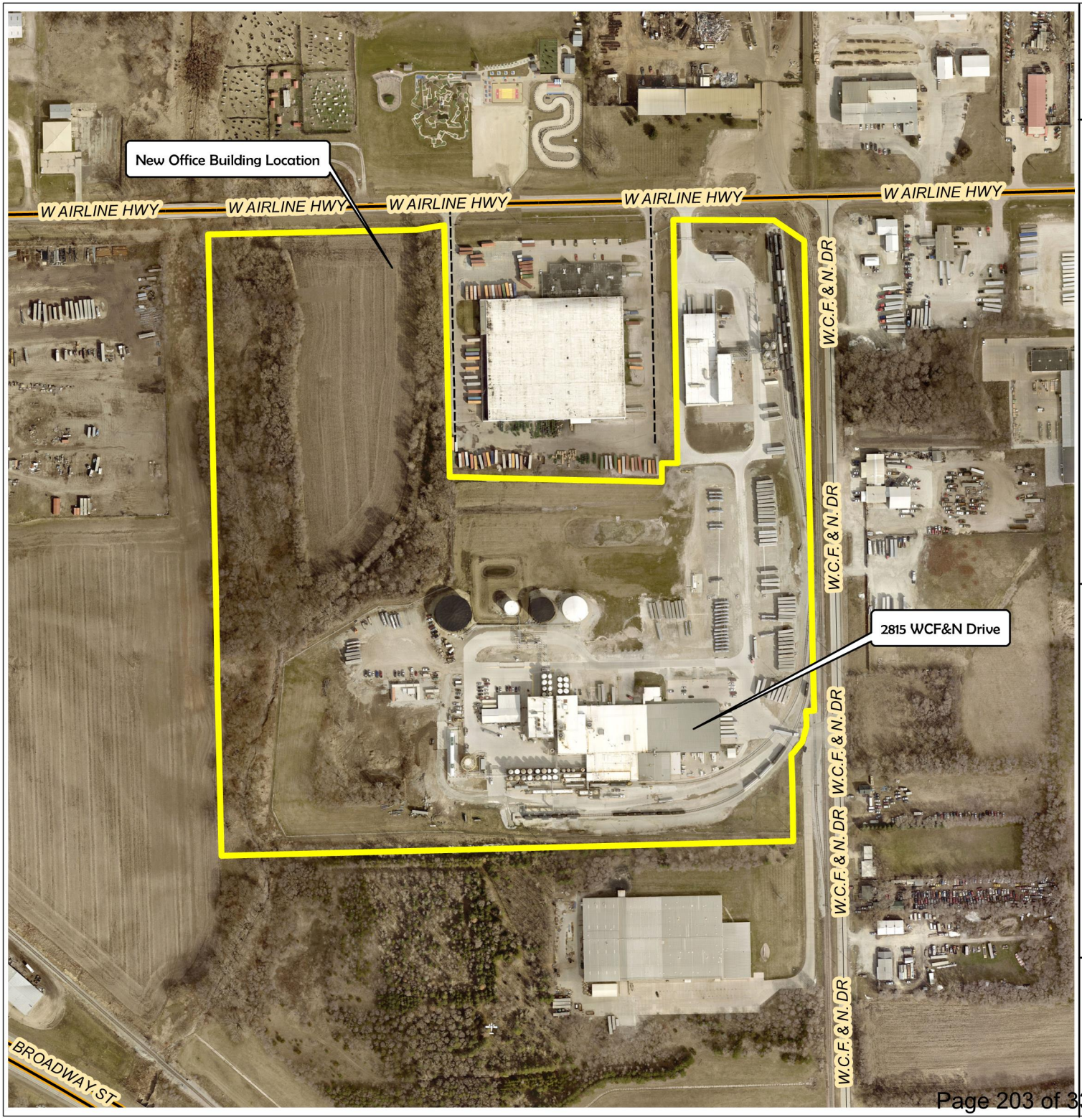
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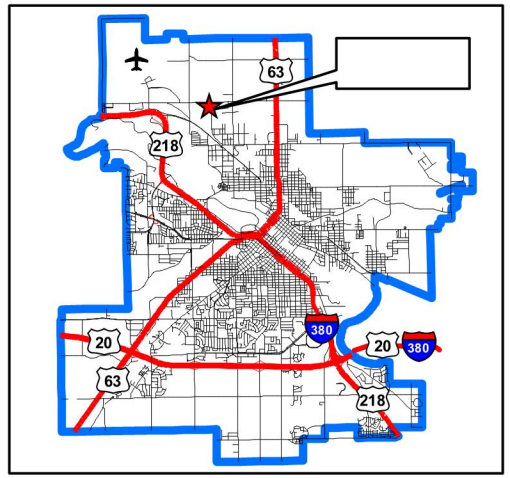
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Hydrite Chemical
2815 WCF&N Drive
Waterloo, Iowa



Hydrite Property



Applicant: **Hydrite Chemical Co.**
Project Sponsor: Waterloo
Award Date: February 18, 2022
Program: High Quality Jobs Program
Version: 2/8/2022, 12:45 PM

BFAA- 000676

Executive Summary

Hydrite Chemical Co. was established in 1929. It is one of the largest manufacturers and distributors of chemical products in the United States with locations in California, Illinois, Indiana, Iowa and Wisconsin. Hydrite offers expertise in chemical distribution, food and dairy sanitation, food ingredients, organic processing, liquid sulfur salts, water treatment, foam control, and compliance management.

This project includes the construction of a 13,500 square foot office and 9,600 square foot maintenance shop. In addition, the company will expand its transportation fleet and add a 10,000 square foot tanker/wash/chemical loading facility. Lastly, a warehouse expansion of 41,000 square feet will be added to the plant.

Award Summary

Tax Credits			
	Investment Tax Credit	$	1,065,000
	Sales, Service, Use Tax Refund	$	456,000
	Research Activities Credit		
	Targeted Jobs Withholding Credit		
	Total	**$**	**1,521,000**

Project Jobs

	Incented	**Other**	**Total Jobs**
Created	20	0	**20**
Retained	0	0	**0**
Total	**20**	**0**	**20**

Contract Conditions/Award Contingencies

- Award contingent upon application sponsorship and approval of local match by the City of Waterloo

Applicant: **Hydrite Chemical Co.**
Project Sponsor: Waterloo
Award Date: February 18, 2022
Program: High Quality Jobs Program
Version: 2/8/2022, 12:45 PM

BFAA- 000676

Project Budget

Use of Funds	*Cost*
Site Preparation	$ 4,500,000
Building Construction	$10,700,000
Mfg. Machinery & Equip.	$ 6,100,000
TOTAL	**$21,300,000**

Source of Funds	*Amount*	*Form*
Business	$21,300,000	internal financing
TOTAL	**$21,300,000**	

Indirect Project Contributions

Source of Funds/Contribution	*Amount*	*Form / Term*
TIF Rebate	$ -	
Tax Rebate * City of Waterloo	TBD	6-yr; 50%
In-kind contribution (Describe)	$ -	
RISE / RED funds - IDOT	$ -	
Other (Describe)	$ -	
TOTAL	**$ -**	

**- Local match for the project*

Notes on Other Project Contributions
The City of Waterloo is planning to provide a 6-year, 50% tax rebate. The total value of the rebate has not been estimated.

Project Jobs

Job & Wage Information
Business' Base Employment: 138 (currently employed at this location)
Verification Source: 2/4/2022 - payroll

Proposed:	**Incented Jobs**	**Other Jobs**	**Total Project Jobs**
Created	20	0	**20**
Retained	0	n/a	**0**
Total Project Jobs	20	0	**20**

Laborshed Area	*Distressed County?*	*Brownfield /Grayfield*	*Laborshed Wage* ***100%***
Waterloo	Yes (Black Hawk Co.)	No	$20.01/hr

Applicant: **Hydrite Chemical Co.**
Project Sponsor: Waterloo
Award Date: February 18, 2022
Program: High Quality Jobs Program
Version: 2/8/2022, 12:45 PM

BFAA- 000676

Prior Awards

Contract #	Company Name	Location	Approved	Type of Incentive	Award	Jobs created	Qual. wage	Capital Investment	Status / Amendment
16-TC-050	Hydrite Chemical Company	Waterloo	4/22/2016	Tax credits	$791,795	11	$16.79	$15,863,400	In close out process
13-TC-026	Hydrite Chemical Company	Waterloo	12/27/2012	Tax credits	$412,956	9	13.69	$15,318,221	Closed – obligations met

Competition

No Iowa competitors.

Additional Project Information and Timeline

Activity	*Activity Completion Date*
Tanker wash facility and road construction (start April 2022)	December 2023
Office building and rail extension (start May 2023)	December 2024
Maintenance relocation and warehouse expansion (start January 2024)	December 2025

High Quality Jobs Program Tax Credits

Capital Investment $21,300,000
Qualifying Investment $21,300,000
Investment Qualifying for Tax Credits $21,300,000

Tax Benefits	Included in Award	Maximum Value
Refund of sales, service or use taxes paid during construction	☒ Yes ☐ No	$456,000
Refund of sales taxes paid on racks, shelving, and conveyor equipment (*warehouse/DC projects only*)	☐ Yes ☒ No	$0
Investment tax credit *(5%)*	☒ Yes	$1,065,000

Applicant: **Hydrite Chemical Co.**
Project Sponsor: Waterloo
Award Date: February 18, 2022
Program: High Quality Jobs Program
Version: 2/8/2022, 12:45 PM

BFAA- 000676

	☐ No	
Supplemental research activities tax credit	☐ Yes ☒ No	$0
MAXIMUM AWARD – STATE'S PORTION		**$1,521,000**
Local Property Tax Exemption through the High Quality Jobs Program	☐ Yes ☒ No	$0
TOTAL VALUE of State and Local benefits through program		$1,521,000

Investment Tax Credit Amortization Schedule

Company FY 2022	January 1, 2022	through	December 31, 2022	$213,000
Company FY 2023	January 1, 2023	through	December 31, 2023	$213,000
Company FY 2024	January 1, 2024	through	December 31, 2024	$213,000
Company FY 2025	January 1, 2025	through	December 31, 2025	$213,000
Company FY 2026	January 1, 2026	through	December 31, 2026	$213,000

**The final amortization schedule will be determined as a part of the contract with the recipient. Administrative code requires that the Investment Tax Credit be amortized equally over five years. The chart above illustrates a proposed schedule that starts in the current year.*

Employee Benefits

Company provides sufficient benefits:

- ☒ Pays at least 70% of single coverage medical premiums & meets deductible level of $1,700 (or part of the deductible is offset by additional premium cost) based on number of Iowa employees at time of application
- ☐ Pays at least 60% of family coverage medical premiums & meets deductible level of $3,750 (or part of the deductible is offset by additional premium cost) based on number of Iowa employees at time of application

Contract Information

Project Award Date: February 18, 2022
Project Performance Completion Date: February 28, 2025
Project Maintenance Completion Date: February 28, 2027

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed $189,500, for engineering services in conjunction with the FY 2023 Sunnyside Creek Improvements Wet Detention Pond and Channel Stabilization Project, Contract No. 1062, and authorizing the Mayor to execute said document.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

	Description	Type
🗋	Professional Service Agreement (unsigned)	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in an amount not to exceed $189,500, for engineering services in conjunction with the FY 2023 Sunnyside Creek Improvements Wet Detention Pond and Channel Stabilization Project, Contract No. 1062, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Wayne Castle, PLS, PE, Associate Engineer

Expenditure Required/Source of SRF and Stormwater Funds
Funds:

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

CITY OF WATERLOO, IOWA
CONTRACT NO. 1062

SUNNYSIDE CREEK IMPROVEMENTS
WET DETENTION POND AND CHANNEL
STABILIZATION PROJECT

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, hereinafter referred to as "ATS" and City of Waterloo, 715 Mulberry Street, Waterloo, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ATS shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ATS'S RESPONSIBILITIES

ATS shall, subject to the terms and provisions of this Agreement:

(a) Appoint one or more individuals who shall be authorized to act on behalf of ATS and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ATS as to all matters pertaining to this Agreement and the performance of the parties hereunder.

(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.

(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two-year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ATS's failure to meet these standards, ATS shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ATS has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ATS does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ATS makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

(d) ATS shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which ATS procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of

the terms thereof. ATS's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

(e) ATS will be providing estimates of costs to the CLIENT covering an extended period of time. ATS does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by ATS are estimates only, made on the basis of ATS's experience and represent ATS's reasonable judgment as a qualified professional. ATS does not guaranty that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by ATS, and the CLIENT waives any and all claims that it may have against ATS as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

(a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.

(b) Furnish to ATS all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. ATS shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

ATS agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ATS during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ATS shall maintain standard insurance policies as follows:

(a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ATS's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars ($100,000) each accident;

(b) Commercial General Bodily Injury and Property Damage Liability and Automobile liability insurance including owned, non-owned, or hired, each in a combined single limit of One Million Dollars ($1,000,000) each occurrence for bodily injury and property damage liability. This policy includes Contractual Liability coverage. ATS agrees to name CLIENT as Additional Insured on this policy, but only to the extent of ATS's negligence under this Agreement and only to the extent of the insurance limits specified herein.

(c) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate covering ATS against all sums which ATS may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

ATS agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. ATS shall provide prompt notice to the CLIENT in the event of cancellation, material change, or non-renewal per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of One Hundred Eighty-Nine Thousand Five Hundred Dollars ($189,500.00).

ATS may bill the Client monthly for services completed at the time of billing. CLIENT agrees to pay ATS the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ATS written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ATS the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to ATS. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, ATS will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which ATS prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when ATS has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT’s sole risk without liability or legal exposure to ATS and CLIENT agrees to release, defend

and hold ATS harmless from and against all claims or suits asserted against ATS in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ATS. Nothing contained in this paragraph shall be construed as limiting or depriving ATS of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ATS makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

(a) ATS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ATS be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ATS be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

(b) In order that ATS may be fully protected against such third-party claims, CLIENT agrees to obtain and maintain for the benefit of ATS the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ATS as an additional named insured.

X. INDEPENDENT CONTRACTOR

ATS shall be an independent contractor with respect to the Services to be performed hereunder. Neither ATS nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by ATS. CLIENT agrees to release, defend, indemnify and hold ATS harmless from and against any and all liability which may in

any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from ATS's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. ATS shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that ATS executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, ATS shall be and be deemed to have acted as CLIENT's agent.

For ATS's services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide ATS with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that ATS's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by ATS. It is intended by the parties to this Agreement that ATS's services in connection with the project anticipated herein shall not subject ATS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then ATS and the CLIENT agree to submit the dispute to mediation. In the event ATS or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ATS and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and ATS may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not

be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Iowa.

(c) ATS may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ATS of any of its obligations under this Agreement.

(d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and ATS and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM**
By:_____	By:_____
Printed Name: Quentin Hart	Printed Name: Douglas W. Schindel, P.E
Title: Mayor	Title: Associate Vice President
Date:_____	Date:_____

CITY OF WATERLOO, IOWA
CONTRACT NO. 1062

SUNNYSIDE CREEK IMPROVEMENTS
WET DETENTION POND AND CHANNEL
STABILIZATION PROJECT

EXHIBIT A

A. Project Description

This project is located at the upstream end of Sunnyside Creek Watershed generally located between Highway 20 and Westchester Drive on the main channel of Sunnyside Creek in the southwest portion of Waterloo. The project involves construction of a wet detention pond which will be located between Highway 20 and West San Marnan Drive generally centered on the main channel of Sunnyside Creek. The wet pond design will include modifications to an existing reinforced concrete box culvert (RCB) outlet structure crossing under San Marnan Drive and will be designed according to the Iowa Stormwater Management Manual for Wet Detention Design. Approximately 1,050 feet of the existing Sunnyside Creek channel located downstream of the proposed basin (between San Marnan Drive and Westchester Drive) will be reviewed in accordance with the Iowa River Restoration Toolbox, and stream bank stabilization practices will be designed and implemented to stabilize this portion of the channel.

According to the Black Hawk County Flood Insurance Study (FIS) and the effective Flood Insurance Rate Maps (FIRMs) for Black Hawk County, the project is located in a Zone A floodplain which means the 100-year floodplain was developed based on approximate methods, and a detailed analysis resulting in base flood elevation determinations has not been completed. As part of this project, a detailed analysis will be completed for the wet detention basin design and required regulatory permitting.

Along with the wet basin and stream bank stabilization design, regulatory permitting and agency coordination will be completed. This includes coordination with the Iowa Department of Natural Resources (Iowa DNR) Flood Plains and Sovereign Lands and the United States Army Corps of Engineers (USACE) Section 404.

A Letter of Map Revision (LOMR) will be completed after construction is complete. Preparation of this LOMR will be included in a supplemental agreement.

B. Scope of Services

The Scope of Services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide design survey, preliminary and final design, environmental services, preparation of regulatory permitting and project administration. Final plans and specifications will be prepared in a format suitable for a City of Waterloo and SRF Sponsored Project letting.

Design Services

The Scope of Services for the Design Phase is further defined as follows:

Design Survey (Tasks 1-3)

The following identifies tasks leading to the completion of the topographical survey required for the project, including field survey, base mapping, cross sectioning of Sunnyside Creek and utility locates.

Task 1 - Data Collection
Task 2 - Survey and Base Mapping
a. Channel topography from US 20 to Westchester Drive, including existing structures
b. Approximate 20-acre continuous topography between US 20 and San Marnan Drive
c. Locate ROW and section corners from US 20 to Westchester Drive
Task 3 - Survey Note Reduction and DTM Development

Hydrologic and Hydraulic Review and Modeling (Tasks 4-6)

These tasks include reviewing the existing hydrology and hydraulics of the Sunnyside Creek Watershed at the project location and completing modeling for basin sizing and regulatory permitting. It is anticipated that HEC-HMS and HEC-RAS modeling software will be utilized to complete the basin and stream modeling in the project area.

Task 4 - Review Existing Sunnyside Watershed and Develop HEC-HMS Hydrologic Model
Task 5 - Develop Hydraulic Modeling for Water Quality Calculations, Wet Pond Sizing and Flood Plain Mapping Utilizing HEC-HMS and HEC-RAS
Task 6 - Develop Hydrologic and Hydraulic Summary Information Suitable for Regulatory Agency Review

Conceptual Design (Tasks 7-10)

These tasks include developing the concept design layout for the project, which will include wet pond location and anticipated stream bank improvement locations based on the completed survey and base mapping. The following specific tasks are part of the concept design:

Task 7 - Develop Wet Pond Concept Layout
Task 8 - Develop Stream Bank Stabilization Concept Layout
Task 9 - Site Visit to Review Conceptual Layouts
Task 10 - Develop Project Communication Plan and Schedule Based on SRF Sponsored Project Milestone Checklist

Preliminary Design (Tasks 11-20)

These tasks include developing the preliminary design grading, drainage and structural plans for the project which will include typical wet detention pond and channel section development and grading based on the hydrologic and hydraulic analyses. These tasks will also review potential property impacts to determine required acquisitions or temporary/permanent easements that will be required for construction as well as development of a preliminary construction cost estimate. Preliminary plans will be submitted for SRF staff review at 30% and 60% intervals. The following specific tasks are part of the preliminary design:

Task 11 - Title and Legend Sheets
Task 12 - Typical Section and Details

Task 13 - Plan and Profile Sheets
Task 14 - Grading Sheets
Task 15 - Review Property Impacts
Task 16 - Structural Design (Wet Pond Outlet Structure and RCB Culvert Repairs)
Task 17 - Quality Control Review
Task 18 - 30% Plan Submittal
Task 19 - 60% Plan Submittal
Task 20 - Construction Cost Estimate

Final Design, Construction Plans and Specifications (Tasks 21-37)

These tasks include developing final grading, drainage and structural construction plans and specifications in a format suitable for City of Waterloo and SRF Sponsored Project letting formats for the Sunnyside Creek Improvements, Wet Detention Pond and Channel Stabilization Project design. Included in these tasks will be typical sections and details, tabulations and quantities, wet detention pond and channel plan and profile sheets, grading sheets, cross section sheets, structural sheets and erosion control and stabilization plan. Final plans will be submitted for SRF staff review at a pre-bid 90% interval. The following specific tasks lead to the completion of the final construction plans and specifications:

Task 21 - Title and Legend Sheets
Task 22 - Typical Section and Detail
Task 23 - Bid Items, General Notes and Tabulations
  d. Bid Item and Quantity Listing
  e. Estimate Reference Information
  f. General Notes and Tabulations
Task 24 - Tabulations and Quantities
Task 25 - Plan and Profile Sheets
Task 26 - Grading Sheets
Task 27 - Structural Sheets
Task 28 - Geometric Layout Sheets
Task 29 - Earthwork Tabulation
Task 30 - Design Cross Sections
Task 31 - Erosion Control and SWPPP Plan Sheets
Task 32 - Quality Control Review
Task 33 - Pre-Bid Plan Submittal (90% Plans)
Task 34 - Final Revisions
Task 35 - Construction Cost Estimate
Task 36 - Specifications
Task 37 - Printing and Submittals

Environmental and Geotechnical Services (Task 38-39)

These tasks include on-site assessment of environmentally sensitive natural features, including wetland boundary delineation, stream assessment, threatened and endangered species habitat assessment and Endangered Species Act (ESA) compliance assistance. A final report will be prepared documenting the stream assessment, delineated wetland boundaries and other Waters of the U.S., and threatened and endangered species for the project. Soil borings will also be completed in the project area to aid in the wet pond design, and a subsurface exploration report will be prepared. These tasks will be complete by Stantec Consulting Services, Inc. (Stantec) and Terracon Consultants, Inc. (Terracon).

Task 38 - Environmental Review (Stantec)
Task 39 - Geotechnical Review (Terracon)

Project Meetings (Task 40)

This task includes three project design meetings and two stakeholder meetings with adjacent property owners.

Task 40 - Project Meetings

Project Administration and Coordination with City of Waterloo (Tasks 41-46)

These tasks include project administration and coordination throughout the project. These tasks include preparation of permits, pre-letting activities and general project administration. Anticipated permitting includes USACE Section 404 Permit, Iowa DNR Flood Plain Permits and NPDES General Permit No. 2. The following identifies tasks leading to the completion of project administration and coordination during the design phase of the project:

Task 41 - Coordination with City of Waterloo
Task 42 - Coordination with SRF Sponsored Project Staff
Task 43 - Coordination with Utilities
Task 44 - Permitting (IDNR, USACE, NPDES)
Task 45 - Pre-Letting Activities
Task 46 - Project Administration

Exclusions:

The following items are not included, but may be added by supplemental agreement:

- Phase 1 Cultural Resources Review
- Construction-Related Services
- Preliminary and Final Platting, Temporary/Permanent Easements
- Acquisition Services and Closing Services
- Regulatory Permit Fees
- LOMR Preparation

Construction-Related Services and LOMR Submittal

The scope of construction-related services and the FEMA LOMR submittal will be determined at the time the services are needed and defined under a future amendment to this agreement. Construction-related services include construction staking, on-site field review, materials testing and contract administration during construction. The LOMR submittal includes preparation of documents to obtain a LOMR from FEMA.

CITY OF WATERLOO

Council Communication

Resolution approving the purchase of property located at 232 Ricker Street Waterloo, Iowa, for the sum of $23,000.00 from Abigail Land Holdings, LLC and 11T IA LLC, and authorize the Mayor to sign the purchase and sale agreement and all necessary documents.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

	Description	Type
	Email Acceptance	Backup Material
	Offer to Buy	Backup Material

SUBJECT:	Resolution approving the purchase of property located at 232 Ricker Street Waterloo, Iowa, for the sum of $23,000.00 from Abigail Land Holdings, LLC and 11T IA LLC, and authorize the Mayor to sign the purchase and sale agreement and all necessary documents.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	Approval by City Council.
Summary Statement:	This property will be purchased using federal HOME dollars. This property will be substantially rehabilitated and sold to an income eligible buyer at the completion of the rehabilitation.

ANITA MERFELD

From: Angie Fordyce
Sent: Wednesday, February 23, 2022 2:31 PM
To: ANITA MERFELD
Subject: FW: 232 Ricker St

From: RUDY JONES <RUDY.JONES@WATERLOO-IA.ORG>
Sent: Wednesday, February 23, 2022 2:05 PM
To: luke.bartlett <luke.bartlett@oakridge.net>
Cc: Martin Petersen <Martin.Petersen@WATERLOO-IA.ORG>; Angie Fordyce <Angie.Fordyce@WATERLOO-IA.ORG>; NOEL ANDERSON <NOEL.ANDERSON@WATERLOO-IA.ORG>
Subject: RE: 232 Ricker St

Luke,

We thank you for your cooperation with us on this matter and will accept your counter price of $23,000. I will have Mr. Petersen, our attorney begin to draw up the purchase agreement to formally have the City Council approve. I will get back ASAP with the exact time frame. Thanks again.

Rudy D. Jones
Community Development Director
620 Mulberry Street, Suite 202
Waterloo, Iowa 50703

Phone: 319-291-4429

Rudy.jones@waterloo-ia.org

www.ci.waterloo.ia.us

www.ci.waterloo.ia.us/communitydevelopment

From: luke.bartlett <luke.bartlett@oakridge.net>
Sent: Wednesday, February 23, 2022 10:36 AM
To: RUDY JONES <RUDY.JONES@WATERLOO-IA.ORG>
Subject: RE: 232 Ricker St

We would accept at $23,000 which is the price that we turned down in order to wait for you guys.

Sent from my U.S.Cellular© Smartphone

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Abigail Land Holdings, LLC and 11T IA LLC , (Sellers):

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Black Hawk County, Iowa, described as follows:

   The North One-half of Lot No. Nine (9), in Block No. One (1) in MANSON'S SECOND ADDITION in Waterloo, Iowa.

   Locally known as 232 Ricker Street, Waterloo, IA 50703

   with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider: liens, mineral rights; other easements; interests of others.) designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: residential property.
2. PRICE. The purchase price shall be $23,000.00, payable at Waterloo, Black Hawk County, Iowa, as follows:

   Cash at closing

3. REAL ESTATE TAXES. Sellers shall pay any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise. Taxes shall be prorated to date of possession.

4. SPECIAL ASSESSMENTS.
   A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer
   B. All other special assessments shall be paid by Buyers.
5. RISK OF LOSS AND INSURANCE. Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:
   A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.

6. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Sellers, Buyers agree to accept such

damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in its present condition and Sellers shall not be required to repair or replace same.

7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on May 1, 2022, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.
8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

   _____
9. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
10. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.
11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to Buyers by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyers.
12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.
13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.
14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.
15. REMEDIES OF THE PARTIES

    A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a

receiver.

B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.

C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

16. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.
17. SUBSEQUENT CONTRACT. Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.
18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.
19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.
20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
22. TIME FOR ACCEPTANCE. If this offer is not accepted by Sellers on or before March 4, 2022 it shall become void and all payments shall be repaid to the Buyers.
23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.

    A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

24. OTHER PROVISIONS.

Dated _____

_____
Quentin Hart, Mayor, Waterloo, Iowa,

City of Waterloo, Iowa acting by and through Community Development Board, BUYERS

Address : 715 Mulberry Street, Waterloo Iowa, 50703

Telephone: 319-291-4327

Accepted this _____ day of _____, 2022

_____
Abilgail Land Holdings, LLC
By:_____
Manager

_____
11T IA LLC
By: _____
Manager

Addendum for
Inspection of Private Sewage Disposal System

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within _____ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within _____ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of $_____ Dollars into escrow with _____ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

____ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

CITY OF WATERLOO

Council Communication

Resolution approving a Supplemental Agreement for the City of Waterloo 2030 Vision and Strategic Plan, in the amount of $24,755, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 3/7/2022
Prepared: 2/28/2022

ATTACHMENTS:

	Description	Type
	deNovo Supplemental Agreement	Backup Material

SUBJECT:	Resolution approving a Supplemental Agreement for the City of Waterloo 2030 Vision and Strategic Plan, in the amount of $24,755, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Wendy Bowman, Communications Director
Recommended Action:	Approval.



Supplementary Work – 2030 Vision & Strategic Plan

PREPARED FOR:

City of Waterloo

Wendy Bowman

PREPARED BY:

Jen Neumann

de Novo Marketing

02/09/2022

SUPPLEMENTAL SCOPE OF WORK AND ESTIMATE:

City of Waterloo Branding Project

This project involves the implementation of the Waterloo Community Vision Strategic Plan. The work is a continuation and will consist of stakeholder input, brand structure, hierarchical strategy, graphic design (new city logo), up to 5 templates (letterhead, etc), and a brand standards guide. Additional work for template design or other undefined needs may be approved by the City and will be billed at our hourly rate if incurred. An estimate will be provided in advance of any out-of-scope work.

Youth & Stakeholder Discovery

Extensive community input and discovery work was performed in the Community Vision and Strategic Plan process. Therefore, for this continuation de Novo will focus on including a small set of stakeholders and youth in this project instead of another full-scale community input project.

As part of our work, we will meet with a group of students through a combination of the Career Center and the Mayor's Youth Council and provide them with insight into a professional design process (learning opportunity) and collect their input and feedback on what the City of Waterloo's logo should represent. Given Waterloo's focus on youth development, we feel this is an excellent way to involve and engage your future residents while teaching students about a career option.

In conjunction with our youth discovery, we will combine the insights gained during the community discovery and strategic planning process, and meet with a small team of stakeholders (Mayor/staff/council, select citizens) to discuss long term vision and ideation.

Branding: Original Artwork Matters. A Lot.

After our initial discovery process and the youth and stakeholder input process are complete, we combine our findings
and our experience in brand development to build options that represent your intrinsic identity. From there, we convert them to digital designs, guaranteeing you have original artwork the City of Waterloo.

After initial concepts are created, we meet with your team or the identified stakeholders to go through each design, discuss the merits of each, gut-check against the data that we collected, and then begin to narrow the selection.

We build our logos in a modular method. We work with you to determine the elements that work best to produce a final result that is stunning and effective and tells your brand story.

Our process allows for an initial set of comps to determine direction, followed by two rounds of revisions to the refined direction chosen, resulting in the final visual identity.

Let's Put it All Together

Positioning lines and brand narrative

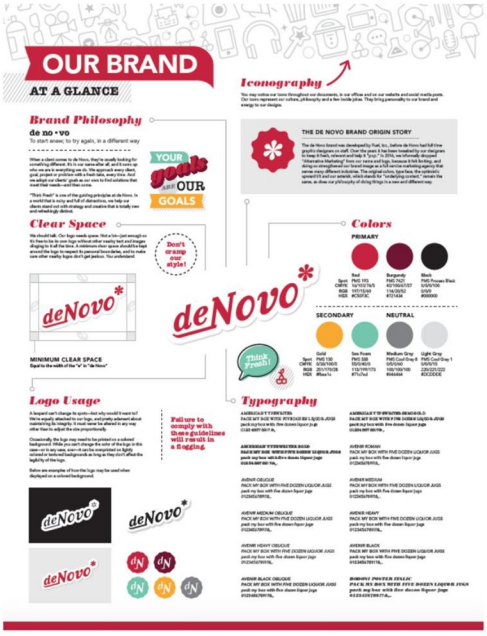
As a part of the work of the Waterloo Community Vision and Strategic Plan, de Novo developed the tagline: ***Community of Opportunity.*** We will incorporate this branding line into your new logo, the brand hierarchy, and provide final versions of your logo with and without it, as well as provide direction on its use.

Brand Standards

Once branding is completed, we will create a brand standards guide - the definitive guide in the care and keeping of your brand.

Brand standards provide a framework for how and when to use your branding — and how NOT to use your graphics. It provides an approved color palette, fonts and guidance for signage and other placement. We develop our brand guidelines in a poster-sized, at-a-glance guide that looks mighty fine on your communication department's office walls!

Brand standards give you, your printers, vendors and other partners the knowledge on how to use your brand consistently, correctly and effectively.



"Fly the W"

As a part of the brand rollout, the Strategic and Vision Plan (8x8) identifies a flag program for the City that proudly displays the icon of the logo (not necessarily the full logo, based on "vexillological" standards) for the City to model and instill pride in the community and its accomplishments, and provide a meaningful symbol for citizens to also engage with.

de NOvo will design a concept based on the new City brand, present it to a small committee or group, and allow for two revisions and a final design. We will seek bids for production with an eye toward local vendors if possible and present bids for approval. Additionally, we will consult on the rollout and distribution of the flags.

Supplemental Project Estimate

Title/Description	Cost	Unit	Qty	Subtotal
Project: City of Waterloo Brand Development	$20,500.00		1	**$20,500.00**

Project includes:

- Kickoff meeting with Wendy Bowman/Mayor
- Youth discovery (1 session)
- Stakeholder discovery (1 session)
- Development of 3-4 directional comps
    - Presentation to Mayor/stakeholders or council (1 session)
- Directional refinement: 2 rounds
- Final logo approval
- Tagline graphic development (alongside logo)
- Brand standards/documentation/directions
- Final logo package delivered (all formats, plus one animated version)
- Up to five templates or designs (department "lockup" template, letterhead, business cards, nametags, etc)

Fly the W Flag Program	$4,275.00		1	**$4,275.00**

- Development of the Fly the W city Flag
- Sourcing and procurement (production costs not included - will present bids)
- Consulting on the roll-out of the program, partnerships and potential e-commerce distribution

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☐ **Blended hourly rate acknowledgement**	$150.00		1	**$0.00**

The hourly rate above will be billed for hours above and beyond the scope of work, excessive revisions or meetings, or presentations not outlined. Leave unchecked when accepting the proposal. Estimates and/or notifications will be provided for approval before any out-of-scope hours are incurred.

Grand Total:	**$24,775.00**

Assumptions and Agreements

All of the above services have been estimated based on the information available to us at

the time of submittal. de Novo reserves the right to charge up to a 15% contingency fee for hours/services incurred above these estimates. As noted, de Novo's hourly rate will be charged for services beyond the scope listed above. Additional fees for excessive revisions, delays, and work stoppage may be incurred.

Billing will be estimated and billed to a monthly progress schedule unless otherwise agreed upon by both parties.

The estimate(s) listed above does not include the cost of licensed stock imagery or stock video footage, if needed. Stock images licensed for this project(s) will be billed at a flat rate of $20 per image. Stock video footage will be billed at a flat rate of $50 per clip. For stock images or footage acquired outside of de Novo's standard sources, additional fees apply.

de Novo will issue a change order for your approval for any deviation from the approved contract. ***Everyone loves surprises, but not in their invoices.***

THE LEGAL STUFF

Thank you again for requesting this quote for services. Below is our standard contract including information on our non-disclosure policy, and artistic rights (you own them) to material we collect on your behalf.



Terms and Agreement

Supplementary Work – 2030 Vision & Strategic Plan (the "Agreement") is entered into by The City of Waterloo (the "Company") and de Novo Alternative Marketing, LLC (the "Consultant"), as of the date of acceptance. In consideration of the mutual promises, terms and conditions stated below the parties agree as follows:

TERMS

1. **Provision of Services.** Company engages Consultant to provide, and Consultant agrees to provide, the previously listed consulting/services as outline in the scope of your project.
2. **Compensation.** In consideration for Consultant's Services, Company agrees to pay Consultant as follows: Monthly agreements will be billed at the beginning of each month for the prior month, unless otherwise specified. Out of scope services will be billed monthly. Services requiring bulk payment (such as video, or non-monthly services) will be billed as incurred. Some projects may require 50% upfront at beginning of project.
3. **Markups and Commission.** de Novo charges an industry standard mark up of 25% on costs, purchases or placements that are incurred on the client's behalf and purchased through de Novo. Commissions may be received from media companies, and will be in lieu of markup. These items are pre-approved and will be invoiced on regular or progress invoices. They are generally invoiced upon occurrence, but may be billed or pre-billed with monthly statement or on a progress basis.

4. **Payment is set at Net 15 days.** If approved in advance in writing by Company, Consultant will also be reimbursed for out of pocket expenses incurred in performing the Services. A 1.5% late payment finance charge will be assessed for overdue invoices past 30 days, unless a prior payment schedule is agreed upon.
5. **Term.** This Agreement will begin on the date of acceptance on on otherwise mutually agreed upon date. In addition, Company may terminate this Agreement upon 30 days written notice to Consultant. In the event of any such termination, Consultant shall be compensated pro rata for compensation and expenses incurred, in accordance with Section 2, with respect to Services performed through the effective date of termination, but will not be entitled to any additional compensation.
6. **Confidential Information and Inventions.** If requested, consultant agrees to simultaneously sign a Confidentiality Agreement and Consultant Invention Assignment Agreement. The obligations under these agreements shall survive termination of this Agreement for any reason.
7. **Artistic Rights**. Any materials collected or created on behalf of Company may be requested by Company at any point. If materials are requested after the project is completed, a fee may be assessed. Any materials collected on the clients behalf that are requested after one year of inactivity or no contracted projects will be assessed a $200 retrieval fee.
8. **Stalled Projects.** If company is unresponsive to requests for approvals or delays work, de Novo reserves the right to change the project status to "inactive" after a period of one month past last requested revision feedback deadline. A re-activation fee of $200 will be assessed to reactivate inactive projects.
9. **Non-Solicitation.** During the term of this Agreement, and for a period of one year afterwards, Consultant will not directly or indirectly solicit for employment, employ, consult with, or otherwise retain the services of any of Company's employees.
10. **Independent Contractor.** The Consultant's relationship with Company is that of independent contractor. This Agreement is not intended to create an employer-employee relationship. The compensation stated above is the sole compensation due Consultant for the Services provided. Consultant is responsible for paying all taxes levied on the compensation income and understands that Company will not withhold any amounts for payment of payroll or related taxes from Consultant's compensation. Consultant shall have no right to represent or bind the Company to third parties or to act in the Company's name.
11. **Non-disclosure Agreement.** During the term of this agreement and in perpetuity following termination, de Novo Marketing will not share or disclose private or proprietary information, or use any intellectual property belonging to the company in any way. This extends to mailing lists, memberships, imagery and software/software access.

12. **Electronic Signatures.** This Agreement and any written notice, consent, agreement or document provided for in this Agreement shall be deemed signed if the person's name is placed on the document whether by manual signature, electronic transmission or facsimile transmission by the person. By sending this document, de Novo Marketing has agreed to all terms contained within.
13. **Other Provisions.** This Agreement embodies the entire understanding between the parties with regard to its subject matter and replaces all prior agreements. This agreement may not be assigned or modified without the written consent of both parties. This agreement is governed by the law of the state of Iowa, without regard to its conflict of law principles. Any notice to either party may be sent by email, United States Mail or expedited delivery service.

This agreement will be governed by the laws of Iowa.You may accept this agreement by clicking "Accept" at the top of the browser window.

CITY OF WATERLOO

Council Communication

Resolution approving award of contract to Vieth Construction Corporation, of Cedar Falls, Iowa, in the amount of $ 1,692,500.00, and approving the contract, bonds and certificate of insurance, in conjunction with the Five Sullivan Brothers Convention Center Plaza Renovation Project, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

	Description	Type
🗋	Signed Agreement, Insurance and Bonds	Backup Material

SUBJECT:	Resolution approving award of contract to Vieth Construction Corporation, of Cedar Falls, Iowa, in the amount of $ 1,692,500.00, and approving the contract, bonds and certificate of insurance, in conjunction with the Five Sullivan Brothers Convention Center Plaza Renovation Project, and authorizing the Mayor and City Clerk to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Base Bid of $1,398,000.00 plus Alternate A of $294,500.00 for a total of $1,692,500.00.

OWNER

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fourth day of February in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703
Telephone Number: 319-291-4311
Fax Number: 319-291-4286

and the Contractor:
(Name, legal status, address and other information)

Vieth Construction Corporation
6419 Nordic Drive
Cedar Falls, IA 50613
Telephone Number: 319-277-1006

for the following Project:
(Name, location and detailed description)

City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA.

The Architect:
(Name, legal status, address and other information)

I & S Group, Inc. (ISG)
314 East 4th Street
Waterloo, IA 50703

Telephone Number: 319-234-1515

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

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[X] By the following date:

Substantial Completion Date: **September 2, 2022 (per Addenda #1)**
Final Completion Date: **September 16, 2022 (per Addenda #1)**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Million Six Hundred Ninety-two Thousand Five Hundred Dollars and Zero Cents ($ 1,692,500.00)**, subject to additions and deductions as provided in the Contract Documents.

Basis Bid:	$1,398,000.00
Alt #1:	294,500.00
TOTAL CONTRACT SUM	**$1,692,500.00**

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1: This is the entire memorial area as indicated in the plan-set. Following items shall be bid as allowance(s) within Alternate No.1: Four (4) Memorial Pedestals - $134,000.00 Two (2) Memorial Welcome Plaques - $11,000.00 Five (5) MAGLIN Benches - $40,025.00	**$294,500.00**

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowances within BASE BID	
Epoxy Coating Allowance	$80,000.00
As-Built Allowance	$ 3,000.00
Allowances within Alternate No. 1	
Four (4) Memorial Pedestals	$134,000.00
Two (2) Memorial Welcome Plaques	$ 11,000.00
Five (5) MAGLIN Benches	$ 40,025.00

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§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Capstone	Lineal Foot	$100 per lf
Veneer	Square Foot	$200 per sf

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None Listed.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any,that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

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.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Minus no more than 200% of the value of the work not satisfactorily completed.

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§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Paragraph deleted)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Paragraph deleted)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Paragraph deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Quentin Hart, Mayor
715 Mulberry Street
Waterloo, IA 50703

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Tony Vieth, President
Alex Weber, Project Manager
6419 Nordic Drive
Cedar Falls, IA 50613
Telephone Number: 319-277-1006

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

§ 8.5.2 The Contractor shall provide bonds as noted in the Supplementary Conditions 00 7300 Article 11, Performance Bond and Payment Bond.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

N/A

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 Drawings

Number	Title	Date
Title of Drawings exhibits:	Exhibit "A"	1/19/2022

.4 Specifications

Section	Title	Date	Pages
Title of Specifications exhibit:	Exhibit 'B"	1/19/2022	2

.5 Addenda, if any:

Number	Date	Pages
Addenda #1	1/28/2022	29

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 7300	Supplementary Conditions	1/19/2022	3

.9 Other documents, if any, listed below:

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Quentin Hart, Mayor	Tony Vieth, President
(Printed name and title)	*(Printed name and title)*

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User Notes:

CITY OF WATERLOO
SULLIVAN BROTHERS PLAZA RENOVATION
WATERLOO, IOWA
ISG NO. 21-25083

Exhibit A

SHEET LIST

G1-10 TITLE SHEET
C0-20 CONSTRUCTION NOTES
C0-21 ESTIMATE REFERENCE AND ESTIMATED QUANTITES
C0-30 SITE DETAILS
C0-31 SITE DETAILS
C0-32 SITE DETAILS
C0-33 SITE DETAILS
C0-34 SITE DETAILS
C0-35 SITE DETAILS
C0-36 SITE DETAILS
C0-37 SITE DETAILS
C0-40 CONSTRUCTION PHASING PLAN
C1-10 EROSION CONTROL NOTES AND DETAILS
C1-20 TEMPORARY EROSION CONTROL PLAN
C2-10 EXISTING SITE AND REMOVAL PLAN
C2-20 DETAILED EXISTING SITE AND REMOVAL PLAN
C3-10 PROPOSED SITE PLAN
C3-11 PROPOSED SITE PLAN - MEMORIAL AREA
C4-10 OVERALL SITE GRADING PLAN
C4-20 DETAILED SITE GRADING PLAN
C5-10 SITE RESTORATION AND PLANTING PLAN
C5-20 SITE PLANTING NOTES AND DETAILS
E2-10 LOWER LEVER ELECTRICAL PLAN
E2-11 FIRST FLOOR ELECTRICAL PLAN
E4-11 ELECTRICAL RISER DIAGRAM
E5-21 LIGHTING SCHEDULES

Exhibit "B"

PROCUREMENT AND CONTRACTING REQUIREMENTS

2.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

A. 00 0000 - Project Manual Cover
B. 00 0105 - Certifications Page
C. 00 0110 - Table of Contents
D. 00 1113 - Notice of Public Hearing
E. 00 2113 - Instructions to Bidders
F. 00 3100 - Available Project Information
   1. Attachment - Detailed Drawing C0-30 - Flagpole - See Sheet C3-101 for more detailed information.
   2. Attachment - Detailed Drawing C0-31 - Tables - See Sheet C3-101 for more detailed information.
G. 00 3113 - Bidding and Construction Schedule
H. 00 4100 - Bid Form
   1. Attachment -- Bidder Status Form
   2. Attachment -- MBE-WBE Certified Contractors List
   3. Attachment -- MBE-WBE - CCO-1 Compliance Form Index
   4. Attachment -- MBE-WBE - CCO-1A Contract Compliance Program Policy
   5. Attachment -- MBE-WBE - CCO-2 Subcontractors Bid Request Form
   6. Attachment -- MBE-WBE - CCO-3 Letter Soliciting for Subcontractors
   7. Attachment -- MBE-WBE - CCO-4 Pre-Bid Contact Form
   8. Attachment -- MBE-WBE - CCO-4A Pre-Bid Contact Information Form Instructions
   9. Attachment -- MBE-WBE - CCO-5 Letter of Intent to Bid
   10. Attachment -- MBE-WBE - CCO-6 Certificate of Accomplishment
   11. Attachment -- Exemption Form - City of Waterloo
I. 00 7200 - General Conditions
   1. Attachment -- AIA Document A201, 2017 Edition
J. 00 7300 - Supplementary Conditions

SPECIFICATIONS

3.01 DIVISION 01 -- GENERAL REQUIREMENTS

A. 01 2000 - Price and Payment Procedures
B. 01 3000 - Administrative Requirements
   1. Attachment -- Shop Drawing Submittal Form
   2. Attachment -- Requirements for Electronically Submitted Shop Drawings
C. 01 3510 - Structural Testing and Special Inspection
   1. Attachment -- Structural Testing and Special Inspection Program Summary Schedule
D. 01 4000 - Quality Requirements
E. 01 5000 - Temporary Facilities and Controls
F. 01 6000 - Product Requirements
   1. Attachment -- Substitution Request Form
G. 01 7000 - Execution and Closeout Requirements
H. 01 7800 - Closeout Submittals

3.02 DIVISION 02 -- EXISTING CONDITIONS

3.03 DIVISION 03 -- CONCRETE

3.04 DIVISION 04 -- MASONRY

3.05 DIVISION 05 -- METALS

3.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

3.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

3.08 DIVISION 08 -- OPENINGS

3.09 DIVISION 09 -- FINISHES

3.10 DIVISION 10 -- SPECIALTIES

3.11 DIVISION 11 -- EQUIPMENT

3.12 DIVISION 12 -- FURNISHINGS

3.13 DIVISION 13 -- SPECIAL CONSTRUCTION

3.14 DIVISION 14 -- CONVEYING EQUIPMENT

3.15 DIVISION 21 -- FIRE SUPPRESSION

3.16 DIVISION 22 -- PLUMBING

3.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

3.18 DIVISION 26 -- ELECTRICAL

A. 26 0010 - Basic Electrical Requirements
B. 26 0505 - Selective Demolition for Electrical
C. 26 0519 - Low-Voltage Electrical Power Conductors and Cables
D. 26 0526 - Grounding and Bonding for Electrical Systems
E. 26 0529 - Hangers and Supports for Electrical Systems
F. 26 0533.13 - Conduit for Electrical Systems
G. 26 0533.16 - Boxes for Electrical Systems
H. 26 0553 - Identification for Electrical Systems
I. 26 0583 - Wiring Connections
J. 26 0943 - Lighting Control System
K. 26 2200 - Low-Voltage Transformers
L. 26 2416 - Panelboards
M. 26 2726 - Wiring Devices
N. 26 2813 - Fuses
O. 26 2816.13 - Enclosed Circuit Breakers
P. 26 2816.16 - Enclosed Switches
Q. 26 5600 - Exterior Lighting

3.19 DIVISION 27 -- COMMUNICATIONS

A. 27 1000 - Structured Cabling

3.20 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

3.21 DIVISION 32 -- EXTERIOR IMPROVEMENTS

3.22 DIVISION 33 -- UTILITIES

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA.

THE OWNER:
(Name, legal status and address)

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

THE ARCHITECT:
(Name, legal status and address)

I & S Group, Inc. (ISG)
314 East 4th Street
Waterloo, IA 50703

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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15 CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, 12.3
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, 13.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
Administration of the Contract
3.1.3, 4.2, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, 15.4
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3

Init.
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Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2

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User Notes:

Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5
Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, 10.3
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, 10.3
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1, 15.4.1.1
Minor Changes in the Work

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User Notes:

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, 9.9
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, 11.1.2
Permits, Fees, Notices and Compliance with Laws
2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7
Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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User Notes:

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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User Notes:

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

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consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

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Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

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§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

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prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

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promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

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affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and

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unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

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the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

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the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the

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Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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VIETCON-01 ZCOUNSELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
LSB Financial Services 302 Main St Cedar Falls, IA 50613	PHONE (A/C, No, Ext): (319) 874-4242	FAX (A/C, No):
	E-MAIL ADDRESS: InsuranceAdminTeam@mylsb.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Fire & Casualty	13021
INSURED	INSURER B :	
Vieth Construction Corp 6419 Nordic Dr Cedar Falls, IA 50613	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		60502790	4/10/2021	4/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			60502790	4/10/2021	4/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			60502790	4/10/2021	4/10/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		60502790	4/10/2021	4/10/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Rent/Lease equipment			60502790	4/10/2021	4/10/2022	Per Occurrence	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, Iowa.
City of Waterloo and I & S Group, Inc.(ISG) are named as additional insured on the general liability policy per written contract requirements.

CERTIFICATE HOLDER

City of Waterloo
715 Mulberry St.
Waterloo, IA 50701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Boyle

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Bond No. 2330209

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Vieth Construction Corporation
6419 Nordic Drive
Cedar Falls, IA 50613

SURETY:
(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

Mailing Address for Notices
1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

CONSTRUCTION CONTRACT
Date: February 24, 2022

Amount: $ $1,692,500.00 (One Million Six Hundred Ninety-two Thousand Five Hundred And No/100)

Description: City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA
(Name and location)

BOND
Date: February 25, 2022
(Not earlier than Construction Contract Date)

Amount: $ $1,692,500.00 (One Million Six Hundred Ninety-two Thousand Five Hundred And No/100)

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: Vieth Construction Corporation
NO SEAL
(Corporate Seal)

Signature: Tony Vieth
Name and Title: TONY VIETH/PRES

SURETY
Company: North American Specialty Insurance Company
(Corporate Seal)

Signature:
Name and Title: Dione R. Young, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
I & S Group, Inc. (ISG)
314 East 4th Street
Waterloo, IA 50703

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL NO SEAL	**SURETY**
Company: *(Corporate Seal)*	Company: *(Corporate Seal)*
Signature: Tony Vieth	Signature:
Name and Title: Tony Vieth / Pres.	Name and Title:
Address Vieth Construction Corporation 6419 Nordic Dr. Cedar Falls, IA 50613	Address

S-1852/AS 8/10

Bond No. 2330209

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Vieth Construction Corporation
6419 Nordic Drive
Cedar Falls, IA 50613

SURETY:
(Name, legal status and principal place of business)
North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105
Mailing Address for Notices
1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Waterloo, Iowa
715 Mulberry Street
Waterloo, IA 50703

CONSTRUCTION CONTRACT
Date: February 24, 2022

Amount: $ $1,692,500.00 (One Million Six Hundred Ninety-two Thousand Five Hundred And No/100)

Description: City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA
(Name and location)

BOND
Date: February 25, 2022
(Not earlier than Construction Contract Date)

Amount: $ $1,692,500.00 (One Million Six Hundred Ninety-two Thousand Five Hundred And No/100)

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: NO SEAL *(Corporate Seal)*
Vieth Construction Corporation

Signature: Tony Vieth
Name and Title: Tony Vieth / Pres.

SURETY
Company: *(Corporate Seal)*
North American Specialty Insurance Company

Signature:
Name and Title: Dione R. Young
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
I & S Group, Inc. (ISG)
314 East 4th Street
Waterloo, IA 50703

S-2149/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL NO SEAL	**SURETY**
Company: *(Corporate Seal)*	Company: *(Corporate Seal)*
Signature: Tony Vieth	Signature:
Name and Title: TONY VIETH/PRES.	Name and Title:
Address	Address

Vieth Construction Corporation
6419 Nordic Dr.
Cedar Falls, IA 50613

S-2149/AS 8/10

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER,

TIM McCULLOH, STACY VENN, DIONE R. YOUNG, WENDY A. LEWIS, STACIE CHRISTENSEN and SETH ROOKER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By _____
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this this 24th day of NOVEMBER, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 24th day of NOVEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

YASMIN A. PATEL
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 28, 2023

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of February, 2022.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

CITY OF WATERLOO

Council Communication

Resolution approving a sales order with Rebechini Studios, Inc. in the amount of $45,000 to complete the final design for the Resolution approving a sales order with Rebechini Studios, Inc. in the amount of $45,000 to complete the final design for the Sullivan Brothers Family Memorial.

City Council Meeting: 3/7/2022
Prepared: 3/4/2022

ATTACHMENTS:

	Description	Type
	Rebechini Sales Agmt Sullivan Memorial Final Design	Backup Material

SUBJECT:	Resolution approving a sales order with Rebechini Studios, Inc. in the amount of $45,000 to complete the final design for the Sullivan Brothers Family Memorial.
Submitted by:	Submitted By: Michelle Weidner, Chief Financial Officer
Summary Statement:	Rebechini Studios, Inc. is working with the City to create a Sullivan Brothers Family Memorial at the Convention Center Plaza. This agreement will allow them to complete the final design and prepare for production of the memorial pieces.

Rebechini Studios, Inc.
680 Fargo Avenue
Elk Grove, IL 60007-4701
Phone: 800-229-6050 Fax: 847-437-0324

Sales Order

Rep	Date	S.O. No.
Glenn	9/29/2021	22004

Name / Address	Ship To
CITY OF WATERLOO Michelle Weidner, CPA Chief Financial Officer 715 Mulberry Street Waterloo, IA 50703	

Phone # Fax # Cust. e-mail: mpurdy@vandewalle.com;dproctor@v...

P.O. No.	Terms	Due Date	Ship Via	Project
TBD	**SEE BELOW**	6/30/2022	BEST WAY	Sulivan Memorial 4.29.21

Ordered	Description	Unit	Total
	Phase 1 Invoiced on 8.10.2021 Invoice # 35778 Totaling $5,000.00		
	Below is per all drawings, conversations, and approvals received as of 6.21.21- UPDATED 9.21.2021 based on current discussions pending finalization		
1	Phase 1--- COMPLETED Exhibit Design Development Assistance Assist Eye Level Studio and ISG with the comprehensive design development of the exhibit's structure, panel configuration / attachment, and lighting Coordination of structural attachments to foundation with ISG per approved design Provide preliminary cad files and 3D modeling in AutoCad Provide preliminary structural evaluation	0.00	0.00
1	Phase 2---- Final Design and Fabrication Documentation ----- Cooridinate with Vanderwall and ISG to develop final design. Finalize structural design, panel configuration, and lighting. Finalize selection of materials, etching techniques, finish applications, fabrication and lighting specifications. Production of shop drawings / CAD drawings, and necessary engineering. Submit renderings with all above specifications, material call outs, color specifications and material samples for review and submittal to client. RSI to produce sample section of sign face with line art conversion for evaluation ~2' x 3' (this has been completed and approved)	45,000.00	45,000.00

Thank you for this opportunity to provide this quotation. Please contact us with any questions!

Total

Rebechini Studios, Inc.
680 Fargo Avenue
Elk Grove, IL 60007-4701
Phone: 800-229-6050 Fax: 847-437-0324

Sales Order

Rep	Date	S.O. No.
Glenn	9/29/2021	22004

Name / Address	Ship To
CITY OF WATERLOO Michelle Weidner, CPA Chief Financial Officer 715 Mulberry Street Waterloo, IA 50703	

Phone # Fax # Cust. e-mail: mpurdy@vandewalle.com;dproctor@v...

P.O. No.	Terms	Due Date	Ship Via	Project
TBD	**SEE BELOW**	6/30/2022	BEST WAY	Sulivan Memorial 4.29.21

Ordered	Description	Unit	Total
1	Phase 3 Fabrication of (1) 12' H pylon display, (3) 9' H pylon displays and (2) 36" welcome plaques Translate provided artwork to etch ready files Fabrication of the exhibit's structural framework Fabrication of the exhibit's panels including bending, cutting, etching, and finishing Final assembly of panels to fabricated internal structure Package structures for transportation to site TOTAL ESTIMATED COSTS PENDING FINAL APPROVED DESIGN IN PHASE 2 ABOVE-$200000.00	0.00	0.00
1	Phase 4 Installation Spring / Summer 2022 Delivery of structures to site Installation of completed structures All final structural & lighting connections on site All primary electrical to be provided by others, RSi will connect to the provided electrical within 5' of display location TOTAL ESTIMATED COSTS PENDING FINAL APPROVED DESIGN IN PHASE 2 ABOVE--$35000.00	0.00	0.00

Thank you for this opportunity to provide this quotation. Please contact us with any questions!

Total

Rebechini Studios, Inc.
680 Fargo Avenue
Elk Grove, IL 60007-4701
Phone: 800-229-6050 Fax: 847-437-0324

Sales Order

Rep	Date	S.O. No.
Glenn	9/29/2021	22004

Name / Address	Ship To
CITY OF WATERLOO Michelle Weidner, CPA Chief Financial Officer 715 Mulberry Street Waterloo, IA 50703	

Phone # Fax # Cust. e-mail: mpurdy@vandewalle.com;dproctor@v...

P.O. No.	Terms	Due Date	Ship Via	Project
TBD	**SEE BELOW**	6/30/2022	BEST WAY	Sulivan Memorial 4.29.21

Ordered	Description	Unit	Total
1	ADDITIONS to Phase 3 & Phase 4, Since preliminary budget review of 8.10.2021- Conversion of file photos to Artistic hand renderings and line art suitable for the etching process- this also includes the sample image for approval-($36,000) Addition of Elllipsoidal light projector into the top of the 3rd monument, this includes modifications to the pylon structure, Projector unit, GOBO Lens, internal wiring etc for proper functionality- ($6260) Addition of Amber (suggested) or White LED halo illumination behind the front and rear panels on each monument- ($7800.00)--This is an option that was discussed, so I have included it in projected costs TOTAL ESTIMATED COSTS PENDING FINAL APPROVED DESIGN IN PHASE 2 ABOVE--$50600.00	0.00	0.00
1	Contingency as per request-- This would cover everything unless there would be major changes…..in which case you would be notified that the contingency was exceeded and a change order would be required for any balance beyond the contingency amount. TOTAL ESTIMATED COSTS PENDING FINAL APPROVED DESIGN IN PHASE 2 ABOVE--$35,000.00	0.00	0.00
	Project to be paid in Phases as outlined above and will require a payments on each stage of 33% upon release, 33% at substantial completion and 33% when completed.		

Thank you for this opportunity to provide this quotation. Please contact us with any questions!

Total $45,000.00

CITY OF WATERLOO

Council Communication

An ordinance amending the City of Waterloo Code of Ordinances by repealing section 7, Exceptions, of Chapter 5B, Weeds, Title 7, Public Ways and Property.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

Description	Type
Ordinance Native Plantings	Backup Material

SUBJECT:	Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Section 7, Exceptions, of Chapter 5B, Weeds, Title 7, Public Ways and Property and enacting in lieu thereof a new code section. Motion to suspend the rules. Motion to consider and pass for the second and third times and adopt the ordinance.
Submitted by:	Submitted By: Martin Petersen, City Attorney
Recommended Action:	Motion to receive, file, consider and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances, by repealing Section 7, Exceptions, of Chapter 5B, Weeds,Title 7, Public Ways and Property, and enacting in lieu thereof a new Section 7, Chapter 5B, Title 7. Motion to suspend the rules. Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY REPEALING SECTION 7, EXCEPTIONS, OF CHAPTER 5B, WEEDS, TITLE 7, PUBLIC WAYS AND PROPERTY, AND ENACTING IN LIEU THEREOF A NEW SECTION 7, EXCEPTIONS, OF CHAPTER 5B, WEEDS, TITLE 7, PUBLIC WAYS AND PROPERTY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Section 7, Exceptions, Chapter 5B, Weeds, Title 7, Public Ways and Property is hereby repealed and a new Section 7, Exceptions, Chapter 5B, Weeds, Title 7, Public Ways and Property is enacted in lieu thereof as follows:

7-5B-7: EXCEPTIONS:

The following shall be exceptions to the provisions of this article:

A. Vegetable and/or flower gardens, purposefully planted, shall be permitted to exceed twelve inches (12") in height if they are maintained free of weed hazard or nuisance.

B. Wood perennials, purposefully planted, shall be permitted to exceed twelve inches (12") if they are planted and maintained in compliance with this chapter.

C. Nonnoxious weeds and other growth shall be permitted to exceed twelve inches (12") in height upon those properties within the corporate city limits upon which development has never occurred and which are not located within three hundred feet (300') of any developed area's closest property line, so that uncontrolled growth will constitute a weed hazard or nuisance to developed areas.

D. Native plantings consistent with regulations established by the City Engineer and/or the City Forestor, or their designees, and approved by Resolution of the city council.

E. Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required pursuant to any applicable zoning ordinances, and amendments thereto.

F. Land zoned agricultural, steep slopes, wooded areas, ravines and lots of the city exceeding three acres in size.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: _____, 2021
PASSED 1st CONSIDERATION: _____, 2021
PASSED 2nd CONSIDERATION: _____, 2021
PASSED 3rd CONSIDERATION: _____, 2021

PASSED AND ADOPTED this ____ day of _____, 2021.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

An ordinance amending the City of WaterlooTraffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy. 63), to Section 551, Parking Prohibited At All Times On Certain Streets.

City Council Meeting: 3/7/2022
Prepared: 8/31/2021

ATTACHMENTS:

Description	Type
Ordinance	Backup Material

SUBJECT:	Motion to receive, file, consider and pass for the second time an ordinance amending the City of Waterloo Traffic Code by adding Subsection (157b) Greyhound Drive, both sides of street from West Ridgeway Avenue to Sergeant Road (Hwy. 63), to Section 551, Parking Prohibited At All Times On Certain Streets. Motion to suspend the rules. Motion to receive, file, consider and pass for the third time and adopt said ordinance.
Submitted by:	Submitted By: Sandie Greco, Traffic Operations Director
Recommended Action:	Adopt Ordinance
Summary Statement:	Concerned citizens and business and property owners have contacted the Traffic Operations Department and City Hall regarding a safety issue along Greyhound Drive from Ridgeway Avenue to Sergeant Rd. (Hwy 63) because of semis parking on both sides of Greyhound Drive all hours of the day and night. There is a visibility concern for vehicles and trucks safely turning onto Greyhound from driveways and intersecting streets. With future plans for growth in the Greyhound Drive area, business owners etc. will be aware of the no parking ordinance.
Data/Analysis and Strategies:	Strategy 2.2: Enlist all City departments and staff members in efforts to promote a safer community.
Implementation, Accountability, and Communication:	Letters of the pending ordinance change were sent to businesses and establishments along Greyhound Drive. No comments have been received.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY ADDING SUBSECTION (157b) GREYHOUND DRIVE, BOTH SIDES OF STREET FROM WEST RIDGEWAY AVE. TO SERGEANT ROAD (HWY 63), TO SECTION 551, PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (157b) Greyhound Drive is hereby added to Section 551 Parking Prohibited at All Times on Certain Streets, of the 2020 Traffic Code, as follows:

(157b) Greyhound Drive	Both sides of street from West Ridgeway Ave. to Sergeant Road (Hwy 63).

PASSED AND ADOPTED by the City Council this 20th day of September, 2021, and approved by the Mayor this 20th day of September, 2021.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Resolution approving Private Property Native Planting Regulations.

City Council Meeting: 3/7/2022
Prepared: 2/23/2022

ATTACHMENTS:

	Description	Type
	Ordinance as proposed	Backup Material

Submitted by: Submitted By: Martin Petersen, City Attorney

Recommended Action: Approve Resolution

Prepared by Martin M. Petersen, City Attorney, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY REPEALING SECTION 7, EXCEPTIONS, OF CHAPTER 5B, WEEDS, TITLE 7, PUBLIC WAYS AND PROPERTY, AND ENACTING IN LIEU THEREOF A NEW SECTION 7, EXCEPTIONS, OF CHAPTER 5B, WEEDS, TITLE 7, PUBLIC WAYS AND PROPERTY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Section 7, Exceptions, Chapter 5B, Weeds, Title 7, Public Ways and Property is hereby repealed and a new Section 7, Exceptions, Chapter 5B, Weeds, Title 7, Public Ways and Property is enacted in lieu thereof as follows:

7-5B-7: EXCEPTIONS:

The following shall be exceptions to the provisions of this article:

A. Vegetable and/or flower gardens, purposefully planted, shall be permitted to exceed twelve inches (12") in height if they are maintained free of weed hazard or nuisance.

B. Wood perennials, purposefully planted, shall be permitted to exceed twelve inches (12") if they are planted and maintained in compliance with this chapter.

C. Nonnoxious weeds and other growth shall be permitted to exceed twelve inches (12") in height upon those properties within the corporate city limits upon which development has never occurred and which are not located within three hundred feet (300') of any developed area's closest property line, so that uncontrolled growth will constitute a weed hazard or nuisance to developed areas.

D. Native plantings consistent with regulations established by the City Engineer and/or the City Forestor, or their designees, and approved by Resolution of the city council.

E. Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required pursuant to any applicable zoning ordinances, and amendments thereto.

F. Land zoned agricultural, steep slopes, wooded areas, ravines and lots of the city exceeding three acres in size.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: _____, 2021
PASSED 1st CONSIDERATION: _____, 2021
PASSED 2nd CONSIDERATION: _____, 2021
PASSED 3rd CONSIDERATION: _____, 2021

PASSED AND ADOPTED this ____ day of _____, 2021.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Discussion of strategy in matters relating to employment conditions of employees not covered by a collective bargaining agreement, pursuant to Iowa Code Section 21.9.

City Council Meeting: 3/7/2022
Prepared:

Submitted by: Submitted By:

CITY OF WATERLOO

Council Communication

3:45 p.m. Council Work Session, Harold E. Getty Council Chambers.

City Council Meeting: 3/7/2022
Prepared:

Submitted by:	Submitted By:

CITY OF WATERLOO

Council Communication

Community Development January Board meeting and Public Hearing minutes 2022.

City Council Meeting: 3/7/2022
Prepared: 2/16/2022

ATTACHMENTS:

	Description	Type
🗋	January Public Hearing Minutes 2022	Backup Material
🗋	January Board Meeting minutes 2022	Backup Material

SUBJECT:	Community Development January Board meeting and Public Hearing minutes 2022.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	approval

Community Development 1st Public Hearing Meeting Minutes

January 25, 2022

I. Call to order

Cody Leistikow called to order the 1st Public Hearing for the FY23 Annual Action Plan of the Community Development Board via zoom at 5:00 p.m. on Tuesday, January 25, 2022. Leistikow asked for an approval of the agenda for the public hearing for January 25, 2022.
It was moved by Campbell and seconded by Hummel to approve the agenda. Motion carried.

II. Attendance:

Present: Chairperson Cody Leistikow, Tina Hummel, Angela Weekley, and Cam Campbell

Members Absent: Jenna Northey and Felicia Carter

Also Present: Rudy D. Jones, Community Development Director; Anita Rousselow, Administrative Secretary; Angie Fordyce, Community Development Coordinator; Felicia Smith-Nalls, Neighborhood Services Coordinator; Mindy Smith, Intake Specialist; William Kay, Landlord; Terrance Hollingsworth, Jared Hottle, Barb Grant, Director of Operation Threshold; Barb Prather, Director of Northeast Iowa Food Bank

III. Motion to Receive and File Affidavit

A motion was made by Hummel to receive and place on file an affidavit for proof of publication for the Notice of the1st Public Hearing that was published on Sunday, December 26, 2021. Campbell seconded that motion. Motion carried.

IV. Motion to Open the Public Hearing

Leistikow asked for a motion to open the public hearing. Campbell made a motion to open the public hearing and Hummel seconded that motion. Motion Carried.

Rudy Jones, Director of Community Development stated that staff wanted to reallocate funds in the amount of $25,000 from CDBG Rehabilitation funds to Clearance and Demolition for the demolition of garages. Board members approved this re- allocation.

Barb Prather, Director of the Northeast Iowa Food Bank discussed funding, there is always a need and with COVD still in our midst the need is greater. Ms. Prather

mentioned that it does not look like Community Development is funding their organization with FY23 funding but reminded staff that there is always people who are food insecure. Ms. Prather is concerned about SNAP changes at the state level which would mean less food support for people and she also mentioned that if the Disaster Proclamation goes away that funding will also go away.

Barb Grant, Director Operation Threshold thanked the staff for supporting her organization and both programs- Minor Repair and the Security Deposit Program in the past and in the future. She stated that most likely the Minor Repair funds would go towards roofs and the Security Deposit funds will be needed as evictions will most likely increase.

William Kay, Landlord in the Walnut area, Mr. Kay is concerned that we have programs to help LMI clients but do not have any programs to help landlords fix up their properties. Ms. Fordyce explained that a new Rental Rehabilitation Loan program is being implemented and that may be something that Mr. Kay would take advantage of. The program policies and guidelines are still being considered. Staff hopes to have that program implemented soon

V. Motion to Close the Public Hearing

Leistikow asked for a motion to close the public hearing. Campbell made a motion to close the public hearing and Hummel seconded that motion. Motion Carried.

VI. Motion to publish initial subcommittee recommendations on February 1, 2022 before the 2nd Public hearing which is February 15, 2022.

Leistikow asked for a motion to publish the initial subcommittee recommendations on February 1, 2022 before the second public hearing on February 15, 2022.Weekley made the motion to publish the recommendations and Campbell seconded that motion. Motion carried.

VII. Motion to Adjourn

Leistikow asked for a motion to adjourn. It was moved by Campbell and seconded by Hummel to adjourn the meeting. Motion carried. Meeting Adjourned.

Minutes submitted by: Minutes approved by: Board

Community Development
Meeting Minutes

January 25, 2022

I. Call to order

Cody Leistikow called to order the regular meeting of the Community Development Board via zoom at 4:00 p.m. on Tuesday, January 25, 2022. Leistikow asked for an approval of the agenda for January 25, 2022.
It was moved by Weekley and seconded by Campbell to approve the agenda. Motion carried.

II. Attendance:

Present: Chairperson Cody Leistikow, Tina Hummel, Angela Weekley, and Cam Campbell

Members Absent: Felicia Carter and Jenna Northey

Also Present: Rudy D. Jones, Community Development Director; Anita Rousselow, Administrative Secretary; Angie Fordyce, Community Development Coordinator; Felicia Smith Nalls, Neighborhood Services Coordinator; Mindy Smith, Intake Specialist; William Kay, Landlord; Nia Wilder, Councilperson; Rob Nichols, Councilperson; James Lee, Director Boys and Girls Club; Terrance Hollingsworth, Jared Hottle, Barb Grant, Director of Operation Threshold; Barb Prather, Director of Northeast Iowa Food Bank

III. Approval of minutes from last meeting

Leistikow asked for an approval of the minutes of the last meeting on November 16, 2021. It was moved by Campbell and seconded by Hummel to approve the minutes of the meeting on November 16, 2021. Motion carried.

IV. Old Business:

a) **Staff Updates**: Staff has performed exceptionally well over the last 12 months even during the midst of COVD protocol, building material challenges and regulatory reporting. Staff continues with training opportunities.

b) **COVID-19 Funding:**

Round 1- Staff is now running the Rental Assistance program internally due to other agency's inability to run the programs or not equipped to do so.

Round 2- People's Clinic Expansion is moving forward. Bid Opening was held on January 25th and the bid will be awarded sometime at the beginning of February with a construction start date sometime in March or early April. A pre-construction meeting will be held prior to construction as per IEDA regulation.

Round 3-Staff is in the process of partnering with North East Iowa Area Agency on Aging and have put together a couple different programs; Home Modification Program and Iowa Café Program. Contracts are being drawn up and hopefully will be signed sometime in February.

c) **Monitoring:** Sub recipient monitoring is coming to a close and staff has started the process of monitoring rental units. This will be an ongoing process.

d) **Contractor Code of Conduct:** This policy is a work in progress. Jones mentioned putting together a subcommittee to go over the policy and discuss the document that has been started. Weekley volunteered to be on the subcommittee for this process. A meeting will be set up in February sometime.

V. New Business:

a) **Endorse Contracts November and December 2021**: Leistikow asked for a motion to approve the contracts. Weekley made a motion to approve contracts for November and December 2021 and the motion was seconded by Hummel. Motion carried.

b) **Neighborhood Services:** Smith-Nalls discussed the State of the City Vision 2030 and the involvement that Neighborhood Services would have with #3-Celebr8 and Connect Neighborhoods and #4 Waterloo Works. Nalls also touched on Leisure Services preliminary plans for Gates Park.

c) **Recommendations made by Subcommittee:** The Board reviewed the recommendations and Jones suggested moving $25,000 funding from the CDBG rehab activity to Clearance and Demolitions for garage demolitions. Code Enforcement refers possible garage demos for eligible clients to our office.

VI. Discussion Items:

a) Evidence Matters Periodical- Leistikow encouraged board members to read the article about evictions.

VII. VIII. Adjournment

Leistikow asked for a motion to adjourn the meeting. A motion was made by Campbell and seconded by Weekley. Motion carried. Meeting Adjourned. Minutes submitted and approved by board.

CITY OF WATERLOO

Council Communication

Historic Preservation Commission minutes of January 19, 2022.

City Council Meeting: 3/7/2022
Prepared: 2/22/2022

ATTACHMENTS:

Description	Type
minutes	Backup Material

SUBJECT: Historic Preservation Commission minutes of January 19, 2022.

Submitted by: Submitted By:

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – JANUARY 19, 2022– 4:30 P.M.
The meeting was held via Zoom

Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:30 p.m.

Commission Members electronically were: Ed Ottesen, Nick Hedrick, Alice Rohret, Susan Price, and Matthew Gilbert.

Commission Member(s) absent were: Terry Stevens.

Others present electronically: Alexa McDowell, John Dornoff – Planning Staff; Ed Gallagher – Grout Museum Liaison; Jonathan Grieder – City Council Liaison; Charles Pearson and David Deeds.

Approval of Agenda

Motion made by Price, seconded by Hedrick to approve the agenda of January 19, 2022, regular meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Hedrick, seconded by Price to approve the minutes of the November 16, 2021 meeting. Motion carried unanimously.

Oral Presentations

Pearson went over his project to find properties of significance of African-American history and the city has mainly looked at architectural significance.

Pearson wants to partner with the commission to work on a project of African-American significance.

The call with Pearson was ended due to difficulties with Pearson's cell phone connection.

Hearings

1. **Request by JSA Development to Locally Designate 425 Franklin Street.**

McDowell stated that Part I for the National Register was done but the consultant passed away and could not answer the questions from the state and further explained why JSA was looking for local destination. She also noted the store fronts were altered in the 1980's which concerned the state. The rehabilitation would return the building to its historic character.

Gilbert asked about time period to which McDowell stated it was constructed in 1923 and was used for automobile business later. Period of significance from 1923 till 1950's.

David Deeds thanked the consultant and the commission for looking at this item.

Gilbert asked if what our Ordinance says about Local Designation.

Ottesen asked if there was a path to Federal Designation to which McDowell said no but McDowell state tax credits will be used so it will be restored to federal standards.

Hedrick asked what the possible uses for to which Deeds answered that is to be determined. Gilbert asked if Opportunity Zone tax credits will be used to which Deeds stated that they are not part of the financial plan.

Gilbert asked if sub-contractors will be used to which Deeds stated that they generally hire a general contractor and it is up to the general contractor to higher the subcontractors. Gilbert followed up stating that when the Ordinance is rewritten that should be a consideration.

Motion made by Hedrick, seconded by Price to approve the Local Destination. Motion carried unanimously.

2. Approval of the 2021 CLG Annual Report

Dornoff went over the report.

Motion made by Price, seconded by Rohret to approve the 2021 CLG Annual Report. Motion carried unanimously.

Building Consultation

None

Reports

1. Main Street

Ottesen stated the mayor was at meeting to discuss the Veteran's Way plan on 4th Street from Sullivan's Brothers Plaza to the east side. Most design reviews were tabled looking for more information. Tour D'Loo is April 21st.

2. Silos and Smokestacks.

No Report

3. Grout Museum

Gallagher stated they had board meeting today. There has been enthusiasm for the new planetarium. There will not be a St. Patrick's Day Brunch this year.

4. Building Update

No Update

5. Project Update

No Update

6. Highland

Hedrick stated that the neighborhood association had a meeting recently but has been dealing with the death of Logan Buckley who was on the association. The neighborhood is planning even more events in 2022 than they had in 2021.

7. Walnut

Very successful events during the holidays and have plans for spring and summer.

Discussion Items/Possible Action Items

1. HPC Awards Banquet 2022

Hedrick said the date is set for May 12th.
Discussion on possible award winners. Hedrick suggested Joyce Oaks and Walnut Neighborhood Association and need to shine light on other neighborhoods.

2. School Project

No Report

3. Main Street Collaboration

Tour D'Loo in April can always use volunteers. Discussion of doing walking tours of the neighborhood including African-American history.

4. Other Collaborations

Gilbert stated that there is collaborations in the Walnut Neighborhood that would be possible opportunities for the commission.

5. Demolitions/City-Owned Properties

Ottesen asked if there was money to do demolitions to which Dornoff stated yes.

6. Goals and Action Plan

No Report

Other Discussion:

Councilman Grieder introduced himself.

Cedar Falls Tourism is going after the Preservation Iowa summit in 2023 or 2024. Other neighboring cities are going to be asked to get involved.

Adjournment

Ottesen adjourned the meeting at 5:33 p.m.

Respectfully submitted,



John Dornoff
Planner II